

# GENERAL SERVICES ADMINISTRATION

**3M Health Information Systems, Inc.**



## *Authorized GSA Federal Supply Schedule Price List*

*Products and ordering information in this Authorized GSA Federal Supply Schedule Price List is available on GSA advantage! 3M is registered in the System for Award Management (SAM) - includes the Central Contract Registration (CCR) and the Online Representations & Certification Application (ORCA) at [www.sam.gov](http://www.sam.gov).*

### **Health Information Technology and related services**

**This contract contains 3M Health Information Systems, Inc. Software products, including 3M's systems for Health Data Management, Coding and Reimbursement, Grouping Software and IT Professional Services.**

**FSC Group: 70**

**FSC Class: 7030**

**NAICS: 541519**

**Contract Number: GS-35F-098GA**

**Contract Period: December 1, 2016 through November 30, 2021**

**Contractor: 3M Company, 3M Center Bldg 220 11W 02, St Paul, MN 55144-1001 and its subsidiary, 3M Health Information Systems, Inc.**

**575 West Murray Blvd.  
Murray, UT 84123-4611  
(800) 367-2447**

Modification 1
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**Contract Administration Office:**

**3M Health Information Systems, Inc.  
575 West Murray Blvd.  
Murray, UT 84123-4611  
(800) 367-2447**

**Contact: Ms. Jan Cline**

**Telephone: (801) 265-4619**

**Fax: (651) 732-7880**

**Email: [jcline@mmm.com](mailto:jcline@mmm.com)**

**Website: <http://www.3m.com/market/healthcare/his/us/services>**

**Business Size: Large**

**GSA Schedule 70 Contract # GS-35F-098GA**  
**Prices Shown Herein are Net (GSA discount deducted, includes IFF)**

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**Section 3** – Pricing pages for SIN 132-51 “IT Professional Services”  
(Includes job titles, job description, experience, education)

Note: Lowest offered price:

SIN 132-32    \$503.41

SIN 132-51    \$ 97.46

**Section 4** – MISC - Small Business Participation, B.P.A., Teaming

### SPECIAL NOTE TO AGENCIES:

**Small Business Participation** - SBA strongly supports the participation of small business concerns in the Federal Supply Schedule Program. To enhance Small Business Participation, SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For order exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of at least three schedule contractors and consider reasonably available information by using the GSA Advantage! on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/price lists, GSA Advantage!™ and the Federal Supply Service Home Pages ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged and women-owned small businesses among those considered when selecting price lists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirements.

#### 1. **Geographic Scope of Contract:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

#### 2. **Contractor's Address:**

- a. **Ordering Address:** Orders should be made out to the Contractor and mailed to:

3M Health Information Systems, Inc  
575 West Murray Blvd.  
Murray, UT 84157-9900  
Attention : Government Contract Administrator

- b. **Payment Address:** 3M, P.O. Box 844127, Dallas, TX 75284-4127

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance: (800) 367-2447.

3. **Liability for Injury or Damage:** The contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G Order/Modification under Federal Schedule.

Block 16 DUNS: 00-617-3082

Block 30: Type of Contractor: C Large Business

Block 31: Woman-Owned Small Business: No

Block 36: Contractor Tax Identification No.: 410417775

Block 40: Veterans Owned Small Business: No

- a. **Cage Code:** 76381

- b. 3M is registered in the System for Award Management (SAM) - includes the Central Contract Registration (CCR) and the Online Representations & Certification Application (ORCA) at [www.sam.gov](http://www.sam.gov).

5. **FOB Destination:** The 48 contiguous states, the District of Columbia, Alaska and Hawaii.

6. **Delivery Schedule:**

- a. Time of Delivery:  
SIN 132-32 – Within 30 days ARO  
SIN 132-51 – As negotiated between 3M Health Information Systems, Inc. and ordering Agencies
- b. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt (Telephonic replies shall be confirmed by the contractor in writing). If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **Discounts:**

- Prices Shown Herein are Net Prices; Discount has been deducted.
- a. Prompt Payment: Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity Discounts: None
- c. Dollar Volume: None

- 8. Trade Agreements Act of 1979, as amended:** All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreement Act of 1979, as amended.
- 9. Export Packing:** Not Available
- 10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.00
- 11. Maximum Order (all dollar amounts are exclusive of any discount for prompt payment):**  
Special Item 132-32 3M Annual Software License (Term) - \$500,000.00 per order  
Special Item 132-51 Information Technology Professional Services - \$500,000.00 per order

### **12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. Federal Information Technology/Telecommunications Standards Requirements:** Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 Federal Information Processing Standards Publications (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 Federal Telecommunications Standards (FED-STD):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

### 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. Contract Administration for Ordering Offices:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

**16. GSA Advantage!:** *GSA Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule price lists with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to: (1) Manufacturer; (2) Manufacturer's Part Number; and (3) Product Categories. Agencies can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The internet address is <http://www.gsaadvantage.gov>.

**17. Purchase of Open Market Items:** NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**18. Contractor Commitments, Warranties and Representations:**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

**19. Overseas Activities:** The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

**The Geographic Scope of Contract will be domestic delivery only.**

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

**20. Blanket Purchase Agreements (BPAs):** The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

**21. Contractor Team Arrangements:** Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**22. Installation, De-installation and Reinstallation:** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

**23. Section 508 Compliance:** Please contact 3M Health Information Systems Division for information concerning questions relating to 3M's software applications interface with unit operating systems in the context of Section 508 Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA). 3M's software will utilize the standard Microsoft operating system's functionalities, but this should be verified with 3M HIS for each installation where this issue might arise.

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [http://www.3m.com/3M/en\\_US/health-information-systems-us/](http://www.3m.com/3M/en_US/health-information-systems-us/). The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/)



- 24. Prime Contractor Ordering From Federal Supply Schedule:** Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –
- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
  - b. The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_.  
In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.
- 25. Insurance-Work on a Government Installation (JAN 1997) (FAR 52.228-5)**
- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
  - b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-
    - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
    - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
  - c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
- 26. Software Interoperability:** Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.
- 27. Advance Payments:** A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE****1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**3. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**3M Performance Warranties.**

**3M Software.** 3M represents and warrants that, so long as Customer has licensed the 3M Software from 3M on a continuous and uninterrupted basis from the Software Implementation Date and, where applicable, has installed and is using the then-current or immediately preceding 3M Software (CSI) Update level, the 3M Software shall perform in substantial accordance with the Documents; however, 3M does not represent or warrant that the operation of the 3M Software will be uninterrupted or error-free. Upon receipt of written notice from Customer that 3M Software fails to meet this warranty, 3M shall provide the Support Services set forth in Section 3.0 of this Agreement. In the event 3M is unable to remedy a breach of warranty in this Section 6.3, Customer shall return all copies of the applicable 3M Software to 3M and 3M shall grant Customer a pro rata credit for the unused portion of the prepaid Software license fee for the current year and terminate the applicable Support Services. This warranty does not extend to any Third Party Content.

**Services.** 3M warrants to Customer that the Services will be performed in a good and workmanlike manner. In the event of a breach of the foregoing warranty, 3M's exclusive liability, and Customer's exclusive remedy, shall be for 3M, at its option, to either: (i) re-perform the Services in a manner consistent with this warranty, or (ii) refund to Customer any amounts paid for the Services that fail to meet this warranty and terminate this Agreement without further obligation on the part of either party. The warranty set forth in this Section 6.3.2 constitutes the sole and exclusive remedy provided by 3M with respect to the Services, and such warranty and remedy are in lieu of all other warranties and remedies.

**Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 6, 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

#### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-435-7776 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 6:00 AM to 5:00 PM (MST).

*3M shall provide Customer with telephone assistance to support Customer's use of the 3M Software. Telephone Support will be available during the hours of 6:00 a.m. to 5:00 p.m. MST/MDT Monday through Friday, excluding normal business holidays. A detailed explanation of Support Services can be found in the Document, Customer Support Guide. Support for a Priority 1 problem (defined as a problem which is stopping production or adversely affecting patient care, and for which there is no alternative way to operate the system) will also be provided outside such hours 365 days per year. If, at any time, Customer experiences a Priority 1 problem with 3M Software, 3M shall provide Support Services within four (4) hours after Customer has notified the designated 3M support center.*

#### 5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

\_\_\_\_\_ Software Maintenance as a Product (SIN 132-32 or 132-33)

1. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)  
Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 332

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

### **6. PERIODS OF TERM LICENSES (SIN 132-32) a.**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. **Cross-Year Funding Within Contract Period.** Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

### **7. RESERVED**

### **8. RESERVED**

### **9. UTILIZATION LIMITATIONS - (SIN 132-32, 132-33, AND SIN 132-24)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

### **10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

### **12. RESERVED**

### **SPECIAL PROVISION REGARDING FAR 52.227-14, RIGHTS IN DATA – GENERAL, AND THE TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENCES (SIN 132-32), PERPETUAL SOFTWARE LICENSES (SIN 132-33), AND MAINTENANCE (SIN 132-34)**

The Government and the Contractor hereby agree to the following changes to FAR 52.227-14, "Rights in Data – General (MAY 2014)," and the Terms and Conditions Applicable to Term Software Licenses (SIN 132-32), Perpetual Software Licenses (SIN 132-33), and Maintenance as a Service (SIN 132-34) of General Purpose Commercial Information Technology Software

#### **1. FAR 52.227-14, Rights in Data – General (May 2014)**

- (a) Wherever in FAR 52.227-14, "Rights in Data – General," certain license rights are granted to the "Government," the license rights are instead granted solely to the "authorized users" and only at the "authorized sites" (as those terms are defined and used in the Contractor's commercial software license included in this contract) that are specified in the delivery order issued under this contract for the software license. Further, the license rights in data granted to the Government under paragraphs (b), (c)(1)(iii), and (c)(2)(ii) in FAR 52.227-14 shall not apply to the authorized users. Instead, the license rights that shall apply to the authorized users shall be those rights granted to them under the terms of the Contractor's commercial software license included in this contract and the terms in the delivery order for such software license.
- (b) In order to facilitate interoperability between the Contractor's software (including third party software and content contained within the Contractor's software) and the Government's other software and systems, the Contractor shall, whenever it does not have a commercially available interface that meets the Government's needs, either: (1) work with the Government to develop the necessary interface(s), or (2) provide to the Government (or a third party working on the Government's behalf) such information as is necessary for the Government (or third party) to create the necessary interfaces. The Government's right hereunder to modify the Contractor's software shall be limited to ensuring the interoperability of the software. All such interfaces created by the Government (or a third party on the Government's behalf) may be duplicated and re-used by the Government at its discretion.

- (c) With respect to FAR 52.227-14, the Government and the Contractor hereby agree to the following: (1) in accordance with FAR 52.227-14(c)(1)(i), the Contracting Officer hereby grants her or his approval for the Contractor to assert a claim to copyright in all data first produced in the performance of this contract, (2) notwithstanding the requirements of FAR 52.227-14(c)(2), the Contractor's only obligation with respect to the incorporation of data not first produced in the performance of this contract into the data delivered under this contract is to grant to the authorized users, or to acquire on their behalf, a license of the same scope that is granted to the authorized users under the terms of the Contractor's commercial software license included in this contract and the terms of the delivery order issued under this contract for the software license.
- (d) Notwithstanding the requirements in FAR 52.227-14(h), "Subcontracting," the Contractor's only obligation is to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the authorized users under the terms of the Contractor's commercial software license included in this contract and the terms in the delivery order issued under this contract for the software license.
- (e) In subparagraph (c)(1)(ii) of FAR 52.227-14, the following wording is deleted: "and an acknowledgement of Government sponsorship (including contract number)".
- (f) The following additional paragraphs in FAR 52.227-14 shall not apply to delivery orders issued under this contract: (1) paragraph (b)(1); (2) paragraph (c)(1)(ii) (the Contractor may affix its standard commercial restrictive legend instead); and (3) paragraph (g), "Protection of Limited Rights Data and Restrictive Computer Software." The parties agree that the requirement to identify pre-existing data set forth in paragraph (c)(2)(i) shall be deemed satisfied by identifying the Contractor's product in the applicable delivery order.
- (g) The Contractor hereby agrees that it shall not attempt to establish a claim of ownership, copyright or otherwise, to the data output generated by the Government through its use of the Contractor's software licensed under delivery orders issued under this contract.

2. The Government and the Contractor hereby agree to the following understanding and clarifications regarding the "Terms and Conditions Applicable Term Software Licenses (Special Item Number 132-32), Perpetual Software Licenses (Special Item Number 132-33) and Maintenance (Special Item 132-34) of General Purpose Commercial Information Technology Software":

(a) Provision 1 (Inspection/Acceptance). This provision requires the Contractor to only tender for acceptance, those items that "conform to the requirements of this contract," and for the Contractor to repair or replace "non-conforming" software at no increase in contract price. The Government and the Contractor hereby agree that, notwithstanding any provision in this contract:

(1) Contractor software that conforms to the Contractor's standard commercial warranties shall be deemed to "conform to the requirements of this contract," (2) the Government's exclusive remedies and the Contractor's sole obligations with respect to nonconforming software are specified in the commercial software license included in this contract, and (3) paragraph b in Provision 3, "Guarantee/Warranty," and FAR 52.212-4(o) do not apply to the Contractor's commercial software. The Contractor's standard warranty of performance (and other warranties) shall apply instead and are set forth in 3M's commercial software license included in the subject contract.

(b) Provision 7 (Conversion from Term License to Perpetual License) and Provision 8 (Term License Cessation). The Government and the Contractor hereby agree that Provisions 7 and 8 do not apply to the Contractor's commercial software license included in this contract. This is because (1) license conversion is not part of the Contractor's standard commercial practice, and (2) maintenance (and the provision of updated software) is included in the Contractor's price of the term license and is neither offered nor billed separately. If a term license in the Contractor's software is converted to a perpetual license, maintenance (and updates) for the software would cease. Without regular updates, the version of the Contractor's software to which the Government obtained a perpetual license would quickly become outdated and useless.

(c) Provision 9 (Utilization Limitations):

1. The Government and the Contractor hereby agree that, notwithstanding the terms of Provision 9, under the Contractor's standard commercial software license included in this contract: (a) the Contractor's software is licensed solely to "authorized sites" and accessible solely by "authorized



users," as those terms are defined and used in such commercial software license, and not to the ordering activity, and that the software cannot be used on a sharing basis where multiple agencies have joint projects that can be use of the software placed at one ordering activity's site; (b) the Contractor's obligation to provide support for the software is limited solely to these locations, and (c) subparagraph b.(2) of Provision 9 does not apply to the Contractor's commercial software license included in this contract.

2. The Government and the Contractor hereby agree that, notwithstanding the terms in subparagraph b.(3) in Provision 9, if the authorized user wishes to provide the Contractor's software or documentation, or any portion thereof, in any form to any third party, including prime contractors, subcontractors and agents of the authorized user who have the authorized user's permission to use the licensed software and documentation at the facility, the authorized user must ensure that its contracts with such third party (i) bind such party to nondisclosure/non-use obligations that are no less stringent than those set forth in the Contractor's commercial software license included in this contract (provided however that the Government shall not be required to include in its contracts with the third party any provision requiring the Customer who is a U.S. Government entity to indemnify any party in connection with any matters arising out of or pertaining to this GSA Schedule contract, the Customer's (or authorized user's) contract with such third party, or the use of the Software or Services by the Customer (or authorized user) or such third party, (ii) include a provision that makes the Contractor a third party beneficiary under such contracts, and (iii) include flow-down provisions requiring the party to bind its subcontractors and agents to equivalent obligations, including making the Contractor a third party beneficiary under such subcontracts and under agreements with such agents.

(d) The Government and the Contractor hereby agree that, with respect to subparagraph b.(4) in Provision 9:

(1) Each reference to "ordering activity" means "authorized user," and

(2) The authorized user shall not have the right to modify the software or documentation, or combine it with other software, unless such rights are specifically negotiated and included in the delivery order for the software license issued under this contract.

(e) Subparagraph b. (5) in Provision 9 states that "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted

rights legend." Consistent with the foregoing, the Government and the Contractor hereby agree that none of the special legends and markings required by the FAR 52.227-14 Rights in Data – General clause is required or applicable to the commercial software and documentation related thereto made available to the Government under this contract.

(f) Provision 10 (Software Conversions). The Government and the Contractor hereby agree that the following sentence does not apply to the Contractor's commercial software license in this contract: "Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits, which may be applied towards the perpetual license price of the new version."

3. "Notwithstanding any provision in this contract to the contrary, the terms and conditions in (1) the 3M Software License and Services Agreement for Hospitals, (2) the 3M Software License Agreement for Payers, and (3) 'Special Provision regarding FAR 52.227-14, Rights in Data – General, and the Terms and Conditions Applicable to Term Software Licenses (SIN 132-32), Perpetual Software Licenses (SIN 132-33), and Maintenance (SIN 132-34), shall take precedence over any inconsistencies in the terms and conditions in the solicitation, contract, amendments to the solicitation, or modifications to the contract."

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
FOR HOSPITALS**

The Customer contracts for and 3M agrees to furnish the Software, Documents, and related Services described in this Agreement under the terms and conditions of this Agreement. The Software, Documents and related Services are "commercial items" as defined in FAR 2.101. The Software and Documents are also "computer software" and "computer software documentation" respectively, that are "commercial items" as defined in FAR 2.101. The parties acknowledge that the provision of such commercial items is governed by FAR 12.212.

TERM OF THIS AGREEMENT: **1 (one) Year**

PAYMENT CYCLE: **Annual**

The Initial Term of one (1) year may be renewed by the Customer for successive one (1) year periods (each a "Renewal Term") by exercising the option for the Renewal Term in accordance with Section 9.1, "Term," below.

In accordance with FAR 52.229-1, "State and Local Taxes (APR 1984) (DEVIATION I – MAY 2003)," the prices in the Pricing Summary exclude all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this Agreement. 3M shall state separately on its invoices the taxes excluded from the contract price, and the Customer agrees either to pay the amount of the taxes to 3M or provide evidence necessary to sustain an exemption.

Except for the State and local taxes noted above, this Pricing Summary includes incidental expenses, such as freight and freight insurance, provided, however, that any incidental expenses shall be subject to the provisions set forth in 3M's GSA Multiple Award Schedule contract pertaining to Other Direct Costs, travel costs, shipping and insurance, etc. . This Pricing Summary does not reflect costs of services not obtained through 3M.

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Customer has read this Agreement and each exhibit and attachment, including the disclaimers of warranties, limitations of liability and limitations of remedy, which are contained therein. To indicate their acceptance and agreement to be bound by the terms and conditions of this Agreement, Customer and 3M have executed this Agreement on the date(s) indicated below, to be effective as of the date first indicated above. Alternatively, to indicate their acceptance and agreement to be bound by the terms and conditions of this Agreement, Customer and 3M have executed an order (the "Delivery Order") issued under 3M's GSA Multiple Award Schedule contract for 3M to furnish the Software, Documents and related Services under this Agreement, to be effective on the date specified in the Delivery Order

**1.0 DEFINITIONS**

**1.1 "Authorized Site"** means and includes any facility (such as hospitals, clinics, clinical laboratories, surgical centers or nursing homes) that control, is controlled by, is under common control with Customer, or is under a written management contract with Customer, that is **specifically identified** as an Authorized Site listed in Exhibit A to this Agreement. "Control" is defined as possessing fifty percent (50%) or more of the voting stock or other ownership interest. If Customer desires to have a facility included as an Authorized Site that does not otherwise meet the "Control" threshold set forth herein, 3M will consider the inclusion of such a facility on a case-by-case basis.

**1.2 "Authorized Users"** means the employees, contract workers (i.e., individuals employed by a third party assigned to perform, on a temporary basis, the same or similar functions of an Authorized Site's employees) and independent contractors (i.e., self-employed individuals who perform, on a temporary basis, the same or similar functions of an Authorized Site's employees) of an Authorized Site, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician). 3M will also permit Customer to include, as Authorized Users, consultants and contractors not otherwise included within the foregoing definition provided that (i) the consultant or contractor has a legitimate need to access and use the Software solely on behalf of an Authorized Site, (ii) the consultant or contractor is bound to Customer by written agreement to abide by nondisclosure/non-use obligations that are no less stringent than those set forth in 3M's standard third party 3M Software Access and Confidentiality Agreement, Exhibit G to this Agreement. For the avoidance of doubt, such written agreement (a) shall include a provision that makes 3M a third

party beneficiary under such agreement and includes flow-down provisions requiring the consultant or contractor to bind its subcontractors and agents to equivalent obligations, including making 3M a third party beneficiary under such subcontracts and agreements with such agents but (b) shall not include any provision requiring the Customer who is a U.S. Government entity to indemnify any party in connection with any matters arising out of or pertaining to this Software License and Services Agreement or the Customer's use of the Software or Services. Authorized Users accessing Software (ASP) shall be issued passwords.

**1.3 "Documents"** means written reference, operations and/or users manuals and other documents, and all revisions thereto, which provide specifications for or instructions for the use of the Software and/or the implementation of the Services, and which are furnished to any Authorized Site by 3M.

**1.4 "Equipment"** means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Installation Site(s) and/or Authorized Sites that meet or exceed 3M's then current minimum configuration requirements for using the Software, or substitute or backup equipment t. The minimum configuration requirements for the Software (Customer Site Installed "CSI") and the Software (Application Services Provider "ASP") may be different.

**1.5 "Installation Site"** means the physical location to which 3M shall deliver the Software (CSI) for installation (i.e., "loading") on the Equipment or any substitute location first approved by 3M in writing. All Installation Sites shall be identified in Exhibit A to this Agreement.

**1.6 "Services"** means the services identified in the Delivery Order or Part 2, "Services," of Exhibit B, "Software and Services Schedule," to this Agreement, as more particularly described in Attachment A, "Scope of Work." Services do not include 3M's installation or implementation of the Software (Section 2.2), training provided to Authorized Users (Section 2.3) or Software Support Services (Section 3).

**1.7 "Software"** means 3M Software (as defined in Section 1.8) and Third Party Content (as defined in Section 1.11), . Provisions of this Agreement referring to Software denoted as "CSI" shall apply only to Software that is implemented by delivery of the Software to the Customer, on physical media or by online download, for installation on the Equipment. References in this Agreement to Software denoted as "ASP" shall apply only to Software that is implemented by enabling the Customer to access and use the functionality of the Software, or the results produced by the use of the Software, remotely via the Internet, Virtual Private Network or other online means without installation of the Software on the Equipment. Provisions of this Agreement referring to Software without denotation to "CSI" or "ASP" shall apply to both types of Software. The term "Software" does not include source code.

**1.8 "3M Software"** means all copies of 3M-owned computer program(s) identified in the Delivery Order or Part 1, "Software," of Exhibit B, "Software and Services Schedule," to this Agreement and any Updates (as defined in Section 1.12) thereto.

**1.9 "Software Implementation Date"** means, with respect to: (i) any particular Software (CSI), the earliest date on which the Software (CSI) is installed (i.e., "loaded") on the Equipment and passes 3M's diagnostic tests for such Software (CSI), or (ii) is put into use by Customer for any purpose other than for testing purposes that takes place before 3M begins its diagnostic tests, whichever occurs first. Customer-installed Software (CSI), if any, will be presumed to be loaded on the Equipment seven (7) days after shipment by 3M, and (ii) any particular Software (ASP), the earliest date on which an Authorized User is permitted to access the Software (ASP).

**1.10 "Term"** means the period of time during which this Agreement remains in effect, beginning with the Initial Term and continuing throughout each successive Renewal Term, if any. The **"Initial Term"** of this Agreement is the period of time set forth on the face of this Agreement commencing on the earliest Software Implementation Date. A **"Renewal Term"** is the additional period of time that this Agreement remains in effect, pursuant to Section 9.1, following the end of the Initial Term, or an immediately prior Renewal Term.

**1.11 "Third Party Content"** means all non-3M-owned computer programs and/or materials (including, but not limited to, for example, CPT™ codes) incorporated into, or distributed by 3M for use in conjunction with, 3M Software, together with any Updates or diagnostic support aids thereto which are distributed to any Authorized Site by 3M.

**1.12 "Update"** means an enhancement or modification to the Software which 3M makes generally available to its customers without an additional or increased license fee.

## 2.0 SOFTWARE AND SERVICES

**2.1 Ownership.** Title to all copies of the Software and Documents (including those made by Authorized Users), and to all 3M confidential and proprietary information, shall be and remain vested in 3M and/or its suppliers. 3M also retains title to all media used to supply Software to Customer. Title to the Software or other analytical tools that 3M utilizes to provide Services under this Agreement ("**Service Tools**") shall be and remain vested in 3M and/or its suppliers. No license, express or implied, under any patents, copyrights, trademarks or other property rights to such Service Tools are granted to Customer under this Agreement unless such Service Tools are specifically set forth in Exhibit B, Part 1.

### 2.2 Implementation.

**2.2.1 Software (CSI) Installation.** Software (CSI) must be installed on Customer's Equipment at the designated Installation Site(s). Software shall be installed by 3M; however, certain Software (CSI) may be identified in Exhibit B as Customer-installable ("CI"). Customer shall, at its expense, be responsible to see that all Customer-installable Software (CSI) is installed and placed in working order. Customer shall provide 3M with all relevant specifications and other documents and shall supply all cables, interface hardware and other Equipment reasonably required to integrate and interface the Software (CSI) with Customer's instruments and other computer systems.

**2.2.2 Software (ASP) Implementation.** means, for purposes of this Agreement, the initial configuration of the database application and establishment of the database and reporting format, if any, establishment of the number of users and user identities, and completion of software download and system build, if any, and delivery of password. Customer shall maintain proper Equipment, instruments and computer systems reasonably necessary to allow Customer to access the 3M ASP Software. If applicable, Customer's Implementation Plan is attached hereto as Exhibit F.

**2.3 Training.** 3M shall train Authorized Users in use of the 3M Software. The number of Authorized Users to be trained shall be listed in the Delivery Order or Exhibit B, "Software and Services Schedule." Training, if any, shall be provided at Customer's location, or remotely via phone, video or Internet conferencing. Customer shall, at its expense: (i) provide the necessary Authorized Users for training at the scheduled times and training locations, and (ii) provide the necessary training resources including, but not limited to, rooms, overhead projectors, video equipment and personal computers for computer based training. Customer shall provide adequate time for training of Authorized Users, as defined by 3M's installation and training personnel.

**2.4 Software License.** During the Term of this Agreement, 3M grants Customer a nontransferable, nonexclusive license ("**License**") to permit Authorized Users to access and use the Software and Documents solely for purposes of processing transactions for the Authorized Sites listed in this Agreement. The License granted to Customer does not permit Customer to do or permit any of the following without 3M's prior written consent: (i) make extra copies of the Software or Documents (except for the limited purposes set forth below), (ii) sublicense, lease, lend, transfer or permit access to the Software or Documents (or any copies thereof) to any third party, (iii) permit access to, or the use, of the Software or Documents by any person, facility or entity that is not an Authorized User, (iv) use, or permit the use of, the Software or Documents to process transactions of any entity or facility that has not been specifically listed as an Authorized Site, or (v) disassemble, reverse-engineer or create derivative works based upon the Software. Customer is solely responsible for informing and ensuring that all Authorized Users permitted to access and use the Software or Documents (including all Authorized Users who access and use the Software or Documents from remote locations), comply with the restrictions of Sections 2.4, 2.5 and 4. Notwithstanding the foregoing, Customer may make such copies of the Software (CSI) and/or Documents as are necessary to secure the Customer's data or which are essential to the operation of the Equipment. During any period of Equipment malfunction causing the Software (CSI) to be inoperative, Customer may use the Software (CSI) on other Equipment; however, Customer shall not remove the Software (CSI) from the Installation Site without 3M's written consent, which shall not be unreasonably withheld. If Customer is not a U.S. Government agency, (a) upon thirty (30) days advance notice, at Customer's regular business hours, Customer shall allow 3M, or a third party designated by 3M, to inspect and audit Customer's books, records and use of the Software and Documents solely and exclusively for the purpose of verifying Customer's compliance with its obligations under this Agreement, and (b) Any audit shall be paid for by 3M; provided, however, that Customer shall pay for the expense of the audit if the audit reveals a violation of the Agreement.

**2.5 Third Party Content.** Except as otherwise indicated in this Agreement, all terms and conditions of this Agreement, including the applicable terms and conditions set forth in Exhibit D, if any, shall apply to Third Party Content. 3M reserves the right to add or delete Third Party Content and to revise the provisions of Exhibit D in the event that the



licensor of any Third Party Content requires 3M to pass through modified terms and conditions applicable to its Content. If Customer is a U.S. Government agency, any such revisions to the provisions of Exhibit D made by 3M require the written agreement of the Contracting Officer. In the event of a conflict between the terms and conditions of this Agreement and those set forth in Exhibit D with respect to Third Party Content, the terms and conditions of Exhibit D shall control. In the event Customer is permitted by a Third Party Content license agreement to change, modify or make any derivative work from the Third Party Content, Customer assumes total responsibility for any resulting Equipment and/or Software malfunctions.

## **2.6 Remote Coding.**

**2.6.1 (Applicable if Customer is a U.S. Government agency.)** Customer is responsible for ensuring that all access to and use of the Software (CSI) by Authorized Users from remote locations ("Remote Coding") is in accordance with terms and conditions of this Agreement including, but not limited to, the use of the Software (CSI) solely for the benefit of the Authorized Sites listed in this Agreement. Security to detect and/or prevent unauthorized access, disclosure or use of protected health information ("PHI") or Customer's Operational Information (as defined in Section 4.2.2) is the sole responsibility of Customer, and Customer shall be solely responsible for any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to unauthorized access, disclosure or use of PHI or Customer's Operational Information in Remote Coding situations.

**2.6.2 (Applicable if Customer is not a U.S. Government agency.)** Customer is responsible for ensuring that all access to and use of the Software (CSI) by Authorized Users from remote locations ("Remote Coding") is in accordance with terms and conditions of this Agreement including, but not limited to, the use of the Software (CSI) solely for the benefit of the Authorized Sites listed in this Agreement. Security to detect and/or prevent unauthorized access, disclosure or use of protected health information ("PHI") or Customer's Operational Information (as defined in Section 4.2.2) is the sole responsibility of Customer, and Customer agrees to indemnify and hold 3M harmless from any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to unauthorized access, disclosure or use of PHI or Customer's Operational Information in Remote Coding situations.

## **Software Security.**

**2.7.1 Applicable if Customer is a U.S. Government agency.)** 3M provides limited utilities and functions as part of the Software to limit access to the Software to Authorized Users. The overall effectiveness of Software security depends upon the Customer's proper use of the 3M utilities and functions, and Customer's own policies, procedures and software/hardware security devices. Accordingly, so long as the Software meets the performance warranty set forth in Section 6.3, Customer shall be solely responsible for any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to unauthorized access to the Software (CSI) or unauthorized access of Software (ASP) through the use of a Password by an individual other than the Authorized User to whom the Password was assigned.

**2.7.2 (Applicable if Customer is not a U.S. Government agency.)** 3M provides limited utilities and functions as part of the Software to limit access to the Software to Authorized Users. The overall effectiveness of Software security depends upon the Customer's proper use of the 3M utilities and functions, and Customer's own policies, procedures and software/hardware security devices. Accordingly, so long as the Software meets the performance warranty set forth in Section 6.3, Customer agrees to indemnify and hold 3M harmless from any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to unauthorized access to the Software (CSI) or unauthorized access of Software (ASP) through the use of a Password by an individual other than the Authorized User to whom the Password was assigned.

**2.8 Password Security.** Customer is responsible for the security of all passwords provided to Customer and its Authorized Users by 3M for access to and use of the Software under this Agreement. In the event that access to, or use of, a Customer's password is permitted by Customer, or gained by an unauthorized party while such password is in the possession of Customer, and subsequently access to, or use of the Software is made by such unauthorized party, Customer shall be solely responsible for any access to, or use of, the Software, or activity or transaction using the Software by such unauthorized party. Customer understands and agrees that the access to, or use of, the Software by any person using a password provided to Customer or its Authorized Users constitutes an authorization by Customer to use such password and access or use the Software, without limitation. Customer shall be solely responsible for all access to, or use of, the Software using the Customer's passwords, until 3M has received notification from Customer in writing that the security of such password, and subsequent access or use, is not authorized. Customer agrees to immediately notify 3M in writing of any possession, or use, of its passwords by an unauthorized party

of which it becomes aware. Upon such notification, 3M shall terminate such password and issue a new password to Customer.

## **2.9 Customer's Responsibilities.**

### **2.9.1 Software Operating Results.**

**2.9.1.2. (Applicable if Customer is a U.S. Government agency.)** While 3M makes the Software available for Customer's use, Customer understands and acknowledges that it is solely responsible for the use it makes of the Software including, but not limited to, monitoring and verifying the input to and output from the Software. Accordingly, so long as the Software meets the performance warranty set forth in Section 6.3, Customer shall be solely responsible for any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to Customer's use of the Software by Customer or any other person.

**2.9.1.2 (Applicable if Customer is not a U.S. Government agency.)** While 3M makes the Software available for Customer's use, Customer understands and acknowledges that it is solely responsible for the use it makes of the Software including, but not limited to, monitoring and verifying the input to and output from the Software. Accordingly, so long as the Software meets the performance warranty set forth in Section 6.3, Customer agrees to indemnify and hold 3M harmless from any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorneys' fees) arising out of or related to Customer's use of the Software by Customer or any other person.

**2.9.2 Services.** 3M's performance of Services, and the timeliness of that performance, depends upon Customer's cooperation and support. 3M's time of performance, if fixed, shall be enlarged to the extent reasonably necessary, in the event that: (a) Customer fails to submit data in the prescribed form or as required by this Agreement, or as necessitated for 3M to complete Services which may become part of this Agreement, (b) any excusable delay within the meaning of paragraph (f), "Excusable Delays," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract, including, without limitation, malfunction of any equipment, (c) special requests by Customer or any governmental agency or other regulatory authority authorized to regulate or supervise Customer that impact 3M's performance of the Services; or (d) if Customer fails to provide in a timely manner any equipment, software, premises, performance or other assistance called for or necessitated by this Agreement. Customer understands and acknowledges that it is solely responsible for the use the Customer makes of any advice, recommendations, information or data, including evaluations and advice relating to the performance or effectiveness of certain personnel employed by or under contract with Customer (collectively, "Work Product") that 3M supplies to Customer resulting from Services performed under this Agreement.

**2.9.2.1 (Applicable if Customer is a U.S. Government agency.)** Except for liability for intellectual property infringement under Section 6.2.1, 3M shall have no liability for and Customer is solely responsible for any third party demands, claims, or suits by any party for loss, judgment, damages or expenses (including attorneys' fees) arising out of or related to use the Customer makes of the Work Product by Customer or any other person.

**2.9.2.2 (Applicable if Customer is not a U.S. Government agency.)** Except for liability for intellectual property infringement under Section 6.2.2, 3M shall have no liability for and Customer and Customer agrees to hold 3M harmless from any third party demands, claims, or suits by any party for loss, judgment, damages or expenses (including attorneys' fees) arising out of or related to use the Customer makes of the Work Product by Customer or any other person.

**SUPPORT SERVICES**

- 3.1 Scope of Support Services.** Beginning on the Software Implementation Date and continuing throughout the Term of this Agreement, 3M shall provide Customer with the following support services ("**Support Services**") at no additional charge provided that the Software in use by Customer is the most current or the immediately preceding Update level:
- 3.2**

**3.2.1 Corrections.** 3M shall correct significant deviations between the 3M Software and the applicable Documents and any incompatibility between the 3M Software (CSI) and the operating system software of any Equipment, which has been approved by 3M for use with 3M Software.

**3.2.2 Updates.** 3M shall provide Updates to the 3M Software. 3M will use commercially reasonable efforts to provide Updates to meet the requirements of federal laws and regulations (including, for example, changes to DRG, APC, ICD-9, and CPT™ codes); provided, however, where changes in laws and regulations (including, for example, implementation of ICD-10 under Section 3.1.4) are, in 3M's reasonable determination, significant enough to require the development of new software products or new features and/or functions for existing software products, then: (i) 3M may, but is not required to develop the new features, functions and/or software products, and (ii) 3M may charge Customer additional license and support fees in connection with any additional features, functions and/or software products it chooses to develop and the Customer wishes to purchase. If the Customer requests 3M to provide any new features, functions, and/or software products developed by 3M, the parties shall negotiate the additional license fees, and this Agreement and the Delivery Order shall be modified in writing accordingly. Updates for Software (CSI) are designed to be Customer-installable. Charges for on-site support for Updates by 3M, including implementation and training in connection with the Update, are not included in the fees listed on the face of this Agreement. When on-site support for Updates is requested by Customer, 3M reserves the right to charge Customer 3M's GSA Schedule contract fees for installation and training in connection with Updates for Software (CSI) which require 3M personnel to provide support at Customer's site. 3M will use reasonable efforts to notify Customer of additional charges and/or Equipment necessary to make an Update operational prior to the release of such Update.

**3.1.3 Telephone Support.** 3M shall provide Customer with telephone assistance to support Customer's use of the 3M Software. Telephone Support will be available during the hours of 6:00 a.m. to 5:00 p.m. MST/MDT Monday through Friday, excluding normal business holidays. A detailed explanation of Support Services can be found in the Document, Customer Support Guide. Support for a Priority1 problem (defined as a problem which is stopping production or adversely affecting patient care, and for which there is no alternative way to operate the system) will also be provided outside such hours 365 days per year. If, at any time, Customer experiences a Priority 1 problem with 3M Software, 3M shall provide Support Services within four (4) hours after Customer has notified the designated 3M support center.

**3.2 Customer's Obligations.** To enable 3M to provide Support Services under this Agreement, Customer shall: (i) notify 3M when support is required and report problems to 3M, (ii) allow 3M reasonable access to Customer's system and the reasonable use of necessary site facilities, utilities, data communications and system resources with ready access at no charge, (iii) when requested by 3M, collect data and other information necessary for 3M to resolve system problems, (iv) maintain the database and program libraries as specified by 3M, (v) obtain any additional Equipment, updates to third party application software and third party operating system Software (as reasonably specified by 3M) necessary to make an Update operational, (vi) provide time for installation of all Updates (CSI), (vii) perform regular daily backups, and (viii) provide qualified personnel to work with 3M personnel.

**3.3 Modification of Support Services.** After the Initial Term of this Agreement (as set forth on the face of this Agreement), 3M may modify the Support Services offered with respect to the Software by giving Customer written notice ninety (90) days prior to any renewal date, including the first renewal date.

**4.0 CONFIDENTIAL INFORMATION, TRADENAMES AND COPYRIGHTS**

**4.1 Customer's Obligations.** Customer acknowledges that, the Software, the Documents and the Passwords (where applicable) constitute and/or contain information that is confidential to and proprietary trade secrets of 3M and/or its suppliers ("**3M Information**"). Customer agrees to treat all 3M Information as confidential, to require all Authorized Users who Customer permits access to the Software or the Documents pursuant to Section 2.0 to comply with this Section 4.1, and otherwise use its best efforts to prevent unauthorized disclosure of 3M Information. The obligations of this Section 4.1



shall not apply to any 3M Information that is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to Customer or Authorized Users. The existence of a copyright notice shall not cause or be construed to cause the Software or the Documents to be a published copyrighted work or to be public information or in the public domain. Customer shall not remove the trademarks, trade names or any notice of 3M or 3M's suppliers from any Equipment, Software, Documents or other materials delivered to Customer pursuant to this Agreement, and shall cause them to appear on all copies made by Customer pursuant to Section 2.4.

**4.2 3M's Obligations.** 3M acknowledges that in the course of performing this Agreement it may be given access to information that is confidential to Customer or to third parties, including Customer's patients. 3M agrees to treat all such information as confidential in accordance with the following provisions:

**4.2.1 Protected Health Information ("PHI").** To the extent required by the Health Insurance Portability and Accountability Act of 1996, or "HIPAA," and the regulations promulgated thereunder, the parties shall abide by the terms of Exhibit C, Business Associate Addendum; provided, however, that if the parties have previously entered into a separate Business Associate Agreement that is broad enough to cover this Agreement, such separate Business Associate Agreement shall apply instead. .

**4.2.2 Operational Information.** In addition, 3M agrees to treat all Customer Information other than PHI including, but not limited to, hospital and medical systems, financial and billing data and other operational information collectively, "**Operational Information**") as confidential and to use its best efforts to prevent unauthorized disclosure of such items by 3M's employees, agents, representatives and contractors. The obligations of this Section 4.2.2 shall not apply to any Operational Information that is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to 3M or its employees, agents, representatives or subcontractors.

## 5.0 ACCESS TO 3M BOOKS AND RECORDS

**5.1 Access.** To the extent required by applicable law (42 U.S.C. 1395x(v) (1) (I) and 42 CFR Sec. 420.300 through 420.304, or any successor statutes or regulations), until the expiration of four (4) years after the furnishing of Services under this Agreement, 3M shall make available upon written request to the Secretary of Health and Human Services ("Secretary") or the Comptroller General, or to any of their duly authorized representatives, this Agreement and such books, documents and records of 3M that are necessary to verify or certify the nature and extent of 3M's invoiced charges for services furnished to Customer.

**5.2 Subcontracts with Related Organizations.** 3M agrees that to the extent required by applicable law, if 3M carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, that subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of services under that subcontract, the related organization will make available, upon written request to the Secretary, or to the Comptroller General, or to any of their duly authorized representatives, the subcontract and such books, documents and records of the related organization that are necessary to verify or certify the nature and extent of the costs incurred by Customer based on 3M's invoiced charges for services furnished by the related organization.

## 6.0 WARRANTIES AND REPRESENTATIONS

**6.1 Authority.** 3M represents and warrants to Customer that, during the Initial Term of this Agreement and any renewal thereof, it has and will have full power and authority to enter into this Agreement and perform hereunder; and that such entry and performance does not and will not violate any rights of any third party.

**6.2 Noninfringement.** 3M further represents and warrants to Customer that, during the Initial Term of this Agreement and any renewal thereof, the 3M Software and Documents do not infringe any patent, copyright, trademark or trade secret rights of any third party. Customer shall immediately notify 3M in writing of any infringement claim and provide 3M with a copy of any pleadings.

**6.2.1 (Applicable if Customer is a U.S. Government agency.)** In the event an infringement suit is brought against the U.S. Government relating to the Software or Documents, such infringement suit shall be defended by the U.S. Department of Justice in accordance with 28 U.S.C. 516. 3M shall be allowed reasonable participation in the defense of the lawsuit to

the extent permitted by the U.S. Department of Justice and applicable law. The conduct of the defense of any lawsuit and any settlement shall be within the sole control of the U.S. Department of Justice. 3M shall indemnify Customer and its officers, employees and agents in accordance with paragraph (h), Patent Indemnity, in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract. 3M may, at its option and expense, procure for Customer the right to continue using the allegedly infringing 3M Software, replace it with a noninfringing item, modify it so it becomes noninfringing, or require Customer to return all copies of the allegedly infringing 3M Software to 3M and grant Customer a pro rata credit for the unused portion of the prepaid Software license fee for the current year and terminate the applicable Support Services. THIS SECTION 6.2.1 STATES THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER FOR ANY ALLEGED OR ACTUAL INFRINGEMENT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO. This warranty does not extend to any Third Party Content.

**6.2.1 (Applicable if Customer is not a U.S. Government agency.)** The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of 3M. 3M also agrees to indemnify and hold Customer harmless from any damages or expenses (including attorney's fees) actually and finally awarded against Customer in any lawsuit arising out of or related to 3M's alleged infringement of a third party intellectual property rights. 3M may, at its option and expense, procure for Customer the right to continue using the allegedly infringing 3M Software, replace it with a non-infringing item, modify it so it becomes non-infringing, or require Customer to return all copies of the allegedly infringing 3M Software to 3M and grant Customer a pro rata credit for the unused portion of the prepaid Software license fee for the current year and terminate the applicable Support Services. THIS SECTION 6.2.2 STATES 3M'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED OR ACTUAL INFRINGEMENT AND IS IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, IN REGARD THERETO. This warranty does not extend to any Third Party Content.

### **6.3 Performance Warranties.**

**6.3.1 3M Software.** 3M represents and warrants that, so long as Customer has licensed the 3M Software from 3M on a continuous and uninterrupted basis from the Software Implementation Date and, where applicable, has installed and is using the then-current or immediately preceding 3M Software (CSI) Update level, the 3M Software shall perform in substantial accordance with the Documents; however, 3M does not represent or warrant that the operation of the 3M Software will be uninterrupted or error-free. Upon receipt of written notice from Customer that 3M Software fails to meet this warranty, 3M shall provide the Support Services set forth in Section 3.0 of this Agreement. In the event 3M is unable to remedy a breach of warranty in this Section 6.3.1, Customer shall return all copies of the applicable 3M Software to 3M and 3M shall grant Customer a pro rata credit for the unused portion of the prepaid Software license fee for the current year and terminate the applicable Support Services. This warranty does not extend to any Third Party Content. THE WARRANTY SET FORTH IN THIS SECTION 6.3.1 CONSTITUTES 3M'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE 3M SOFTWARE, AND SUCH WARRANTY AND REMEDIY ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, IN REGARD THERETO,

**6.3.2 Services.** 3M warrants to Customer that the Services will be performed in a good and workmanlike manner. In the event of a breach of the foregoing warranty, 3M's exclusive liability, and Customer's exclusive remedy, shall be for 3M, at its option, to either: (i) re-perform the Services in a manner consistent with this warranty, or (ii) refund to Customer any amounts paid for the Services that fail to meet this warranty and terminate this Agreement without further obligation on the part of either party. THE WARRANTY SET FORTH IN THIS SECTION 6.3.2 CONSTITUTES 3M'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, AND SUCH WARRANTY AND REMEDIY ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, IN REGARD THERETO,

**6.4 Disclaimer.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN 3M'S GSA SCHEDULE CONTRACT OR THIS AGREEMENT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 6.0, 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING OR PERFORMANCE.

**7.0 LIMITATION OF LIABILITY**

**7.1 Lost Data or Information.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN 3M'S GSA SCHEDULE CONTRACT OR THIS AGREEMENT, IT IS EXPECTED THAT CUSTOMER WILL PERFORM ROUTINE BACKUPS OF ITS INFORMATION PRIOR TO USING THE SOFTWARE TO PROCESS OR ANALYZE THAT INFORMATION. ACCORDINGLY, 3M AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR DAMAGE RESULTING FROM LOST DATA OR INFORMATION. IN THE EVENT DATA OR INFORMATION IS LOST DUE TO ANY NEGLIGENT ACT OR OMISSION BY 3M, OR DUE TO BREACH OF ANY WARRANTY, 3M'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR 3M TO USE ITS BEST EFFORTS TO RECOVER THE LOST DATA OR INFORMATION AT NO CHARGE TO CUSTOMER

**7.2 Excluded Damages.** NEITHER 3M AND ITS SUPPLIERS, NOR CUSTOMER SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF 3M OR ITS SUPPLIERS OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE (EXCEPT FOR LOSS OF PROFITS OR REVENUE TO 3M ARISING FROM CUSTOMER'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT OR CUSTOMER'S BREACH OF SECTION 2.4 or 2.5), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND.

**7.3 Maximum Liability.** 3M'S MAXIMUM CUMULATIVE LIABILITY FOR: (i) ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE RECOVERABLE UNDER LAW OR CONTRACT ARISING OUT OF OR RELATING TO SOFTWARE LICENSED UNDER THIS AGREEMENT IS LIMITED TO THE SUM OF THE SOFTWARE LICENSE FEES ACTUALLY PAID TO 3M BY CUSTOMER FOR THE INITIAL TERM OF THIS AGREEMENT FOR THE SOFTWARE THAT GIVES RISE TO THE LIABILITY, OR ONE MILLION DOLLARS (\$1,000,000), WHICHEVER IS LESS, AND (ii) FOR ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE RECOVERABLE UNDER LAW OR

CONTRACT ARISING OUT OF OR RELATING TO SERVICES PURCHASED UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY PAID TO 3M FOR THE SERVICES PERFORMED THAT GIVE RISE TO THE LIABILITY. This change is acceptable to 3M.

**8.0 FEES, INVOICING AND PAYMENTS**

**8.1 Software.** License fees for each item of Software are set forth in the Delivery Order or Part 1, Software, of Exhibit B, Software and Services Schedule, and shall be invoiced to Customer as set forth below. If applicable, Customer shall, upon execution of the applicable task or delivery order, pay 3M the down payment set forth on the face of the order, and the down-payment shall appear on the initial invoice(s) as a credit against the first year license fees. Notwithstanding anything to the contrary contained in any Third Party Software license agreement, Customer shall pay all license fees to 3M with respect to Third Party Software as provided in this Agreement for the Term of this Agreement.

**a. License Fees for the First Year (the "Initial Term").** License fees for the first year, set forth in the Delivery Order or Part 1, Software, of Exhibit B, Software and Services Schedule, and summarized on the face of this Agreement, will be invoiced to Customer on or shortly after the Software Implementation Date; provided, however, that if Customer delays or postpones the Software Implementation Date for more than thirty (30) days beyond the scheduled Software Implementation Date for any reason other than 3M's breach of this Agreement, 3M will invoice Customer the remaining unpaid balance of License fees for the first year.

**b. License Fees for Second and Subsequent Years after the Initial Term.** Subject to the provisions of Section 8.1(d) below, Software license fees for the second and subsequent years following the Initial Term shall be communicated to the Customer by e-mail, U.S. mail, or courier at least sixty (60) days prior to the anniversary of the Software Implementation Date. If the option for the Software licenses for the second year or a subsequent year is exercised by the Customer in accordance with Section 9.1, payment of the applicable license fees shall be due on the Software Implementation Date. Except as provided in Section 3.1.4 above, total license fee increases, if any, in the second and subsequent years following the Initial Term shall not exceed five percent (5%) of the license fee for the immediately preceding year unless otherwise indicated in the Delivery Order or on Part 1, Software, of Exhibit B, Software and Services Schedule.

**c. Additional Software and/or Authorized Sites.** During the Initial Term or any

Renewal Term of this Agreement, the parties, upon mutual consent, may add new items of Software or additional Authorized Sites to this Agreement. For the administrative convenience of the parties, 3M shall prorate the first year's license fees for the new Software and/or Authorized Sites to the next anniversary of the Software Implementation Date of this Agreement. Thereafter, 3M will submit a single invoice for the annual license fees for all Software. The license term for all items of Software shall then co-terminate with the license Term provided for the item of Software having the earliest calendar Software Implementation Date.

**d. Renewal after the Initial Term.** License fees for years after the Initial Term for which this Agreement is renewed shall be at 3M's then-current applicable GSA Schedule contract license fee less any applicable discount, which shall be communicated to the Customer at least sixty (60) days prior to the end of the Initial Term and the end of any yearly renewal period hereof.

**8.2 Software Implementation and Training.** Charges for Software implementation and training are set forth in the Delivery Order or Part 2, Services, of Exhibit B, Software and Services Schedule, Charges for Software implementation and training shall be invoiced on a monthly basis after such services have been performed. . If Customer cancels an agreed upon implementation date and/or training date less than seven (7) days prior to such date, or if Customer is unprepared to go forward with implementation and/or training on the agreed upon installation and/or training date, the parties shall promptly negotiate an equitable adjustment in the prices and performance schedules for the implementation and training to reflect the impact of the delay on 3M's cost and schedule to perform such Services (including, without limitation, any non-refundable travel-related costs and expenses), and this Agreement and the Delivery Order shall be modified in writing accordingly. .

**8.3 Miscellaneous Charges.** All charges and fees not specified in this Agreement shall be invoiced to Customer shortly after such charges or fees accrue, subject to the Customer's prior written agreement to pay for such miscellaneous charges, which agreement shall include a mutually agreed price or not-to-exceed amount for such charges before they are incurred on behalf of Customer.

**8.4 Invoicing, Payments.** All charges and fees under this Agreement are due and payable in U.S. Dollars within thirty (30) days after the date of Customer's receipt of 3M's invoice. FAR 52.212-4(g), "Invoice," and FAR 52.212-4(i), "Payment," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract shall govern all invoice and payment transactions between 3M and Customer under this Agreement. .

**8.5 Invoicing Services.** . Charges for Services shall be invoiced on a monthly basis after such services have been performed.

**8.6 Taxes.** In accordance with FAR 52.212-4(k), Taxes," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract, the Software license fees and the prices for Services includes all applicable Federal, State, and local taxes and duties.

## **9.0 TERM, NONRENEWAL AND TERMINATION**

**9.1 Term.** This Agreement shall become effective upon complete execution by the parties of the Delivery Order or this Agreement and shall remain in effect for the period of time set forth in the Delivery Order or on the face of this Agreement ("**Initial Term**"). Thereafter, Customer may, in its sole discretion, by providing written notice to 3M prior to the expiration of the then current Term, exercise an option to renew the Term of this Agreement for one or more successive one (1) year periods (each a "**Renewal Term**"), as specified in the Delivery Order or Part 1, Software, of Exhibit B, Software and Service Schedule The Customer's exercise of the option shall be confirmed by the Customer's issuance of a modification to (a) the Delivery Order under which the License was procured, or (b) this Agreement.

**9.2 Termination and Nonrenewal, Rights and Obligations.** During the Initial Term of this Agreement, or any Renewal Term ,the Customer may terminate this Agreement for its convenience in accordance with paragraph (l), "Termination for the Ordering Activity's Convenience," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract; provided however, that, notwithstanding any provision to the contrary in such paragraph (l), the Government shall be obligated to pay the entire Software license fee for the fiscal year during which this Agreement was terminated, plus the fees for Services that have been performed by 3M prior to the date of termination.. During the Initial Term of this Agreement, or any Renewal Term, the Customer may terminate this



Agreement for cause in accordance with paragraph (m), Termination for Cause, in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract.. Upon any termination or nonrenewal of this Agreement, Customer's license to access and use the Software pursuant to Sections 2.4 and 2.5 are and shall be automatically and immediately revoked, and Customer shall (i) cease all further use of the Software and, at 3M's option, either return all copies of the Software (CSI) and Documents to 3M at Customer's expense or destroy all copies of the Software (CSI) and Documents. Customer shall certify to 3M in writing that all copies have been returned or destroyed; (ii) pay all charges and fees outstanding (and no refund shall be due Customer for any charges or fees paid, except in the event that Customer has rightfully terminated the Agreement for cause due to a breach by 3M, in which event Customer's sole remedy and 3M's sole obligation under this Agreement and FAR 52.212-4(m) shall be a refund to Customer of a pro-rated portion of the current year's pre-paid Software license fees, if any); (iii) return to 3M any security devices which 3M loaned to Customer. Sections 2.1, 4, 5, 7 and 10 shall survive any termination of this Agreement.

**9.3 Fiscal Non-Appropriation of Funds.** Notwithstanding any other term contained herein, Customer shall have the right in the event that funds are not appropriated in any fiscal year during the term of this Agreement, to terminate this Agreement without charge, effective as of the last day of the fiscal year for which appropriation was made, providing that Customer (i) pay all charges incurred to the end of the current fiscal period, and (ii) provides sixty (60) day written notice to 3M of non-appropriation of funds. It is understood that Customer is required by law to request this non-appropriation of funds termination provision. Customer hereby agrees to seek funding for each fiscal year.

## **10.0 GENERAL PROVISIONS**

**10.1 Effect of Agreement.** Customer acknowledges that it has not been induced to enter into this Agreement by any representation or statement, oral or written, not contained in this Agreement.

**10.2 Amendments, Modifications.** In accordance with paragraph (c), "Changes," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's Multiple Award Schedule contract, changes in the terms and conditions of this Agreement may be made only by written agreement of the parties.

In connection with this Agreement, 3M may from time to time accept receipt of one or more Delivery Orders or purchase orders from Customer, may acknowledge such receipt by returning one or more acknowledgment copies, and may issue invoices against any such Delivery Order. Any such act by 3M is for Customer's convenience only. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of any Delivery Order or other document submitted by Customer at any time in connection with this Agreement. All such conflicting terms and conditions are specifically rejected to the extent of the conflict.

**10.3 Interpretation, Priority.** The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict between a provision of this Agreement, any Schedule or Exhibit thereto, or a Document, or 3M's GSA Multiple Award Schedule contract, such conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): FAR 52.212-4(s), "Order of Precedence," in 3M's Multiple Award Schedule contract, this Agreement, the Schedules to this Agreement, the Exhibits to this Agreement, and the Documents (as defined in Section 1.3 hereof) of this Agreement.

**10.4 Assignment.** This Agreement is binding on successors and assigns of the Parties. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by Customer without 3M's prior written consent, and any attempt to do so shall be void. Assignment of this Agreement by 3M shall be subject to the applicable requirements in FAR Subpart 42.12, "Novation and Change of Name Agreements."

**10.5 Excusable Delays.** 3M shall not be responsible for failure to comply with this Agreement due to an excusable delay within the meaning of paragraph (f), "Excusable Delays," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract.

**10.6 Announcements.** 3M, with Customer's prior approval, may issue announcements concerning this Agreement to the trade press and recognized industry consultants.

**10.7 Notices.** Each party shall appoint a representative from its organization authorized to receive notices hereunder. All notices required to be given shall be given in writing by personal delivery, by certified or registered mail or by overnight carrier to the other party's appointed representative at the address listed on the face of this

Agreement. Such notices shall be effective upon receipt by the appointed representative. Any change of address or representative shall be promptly communicated in writing to the other party's appointed representative.

**10.8 Severability; Enforcement.** Any provision of this Agreement, which is held to be void, invalid, unenforceable or illegal by a court or board of contract appeals, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision.

**10.9 Governing Law.**

**10.9.1 (Applicable if Customer is a U.S. Government agency.)** This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by Federal law.

**10.9.2 (Applicable if Customer is not a U.S. Government agency.)** This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by the laws of the State of Utah without giving effect to the conflict of laws doctrine of any state, except that any provision in 3M's GSA Multiple Award Schedule contract or this Agreement that is (i) incorporated in full text or by reference from the FAR, or (ii) incorporated in full text or by reference from any Federal agency regulation that implements or supplements the FAR shall be construed and interpreted according to the Federal common law of Government contracts, as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the Government..

**10.10 U.S. Government Rights Notices.** 3M shall have the right to include the following, or similar, notice on the Documents and the 3M Software: "This product includes Current Procedural Terminology (CPT) which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed at private expense by the American Medical Association, 515 N. State Street, Chicago, Illinois, 60610. U.S. Government rights to use, modify, reproduce release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions set forth in a license agreement, DFARS 252.227-7015(b) (2) (June 1995), and/or DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements."

**10.11 Dispute Resolution.**

**10.11.1 (Applicable if Customer is a U.S. Government agency.)** In the event of a dispute between the parties arising under or related to this Agreement, paragraph (d), "Disputes," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract shall apply This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613).

**10.11.2 (Applicable if Customer is not a U.S. Government agency.)**The parties shall attempt in good faith to resolve any controversy, claim or dispute (cumulatively "Dispute") arising from or relating to this Agreement by negotiations between representatives of the parties. In the event of litigation both parties hereby waive any right of trial by jury. Any cause of action arising from, or out of, the creation, performance or non-performance or termination of this Agreement, based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory regardless of the form of such action must be commenced within one (1) year after (i) the date on which the breach occurs, or (ii) the date on which the non-breaching party obtains knowledge of the facts giving rise to such cause of action, whichever occurs later. The procedures herein are exclusive and shall be fully exhausted prior to the initiation of litigation; provided, however, that nothing herein shall preclude a party from taking any action necessary to preclude imminent and irreparable harm.

**10.12 3M's GSA Multiple Award Schedule Contract.** This Agreement is subject to the terms and conditions in 3M's GSA Multiple Award Schedule contract, which is hereby incorporated by reference and made a part hereof, but with the following clauses therein hereby deleted in their entirety: (a) "Conversion from Term License to Perpetual License"; (b) "Term License Cessation"; and (c) "Software Conversions." Clause 9 "Utilization Limitations" of 3M's GSA Multiple Award Schedule contract shall apply subject to revisions set forth in Attachment I entitled "Special Provision Regarding FAR 227-14, Right in Data-General, and the Terms and Conditions Applicable to Term Software Licenses (SIN 132-32), Perpetual Software Licenses (SIN 132-33), and Maintenance (SIN 132-34)."

**10.13 No Third Party Beneficiaries.** The parties expressly acknowledge and agree that no third party is intended to be a beneficiary of any provision of this Agreement.

**10.14 Exhibits.** The following Exhibits shall be incorporated herein.

- Exhibit A Authorized Sites
- Exhibit B Software and Services Schedule
- Exhibit C Business Associate Addendum
- Exhibit D Third Party Software Terms and Conditions (optional)
- Exhibit E Hardware Configuration (optional)
- Exhibit F Implementation Plan (optional)
- Exhibit G 3M Software Access and Confidentiality Agreement

**10.15 Attachments.** The following Attachments shall be incorporated herein. Attachment A Scope of Work

## Authorized Sites

[illegible]





			1st Year License Fee	Installation & Training Fee
ITEM	QTY	DESCRIPTION		
Part 1 Software				
Part 2 Services				

**Exhibit C****Business Associate Addendum****1. Parties:**

, Customer Name>  
(Software License Agreement # \_\_\_\_\_)  
<Customer Address>  
<City>, <State> <Zip>  
("Covered Entity")

3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M")  
575 West Murray Boulevard  
Murray, UT 84123-4611  
("Business Associate")

**2. Purpose:**

Business Associate may provide certain services as set forth in the Software License Agreement ("Agreement") to Covered Entity which may require the provision by Covered Entity of Protected Health Information ("PHI") and/or Electronic Protected Health Information ("EPHI") to Business Associate. As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Information Insurance Portability and Accountability Act of 1996 ("HIPAA").

Business Associate and Covered Entity intend to comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively) and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act"). Therefore, to the extent required by HIPAA, and the HITECH Act, and the regulations promulgated thereunder, Business Associate agrees to maintain the confidentiality of PHI and EPHI it receives from Covered Entity, if any.

**3. Definitions:**

Terms used in this Addendum shall have the same meaning as those terms in the Privacy and Security Regulations or the HITECH Act.

The terms Protected Health Information or PHI and Electronic Protected Health Information or EPHI when used in this Addendum shall have a meaning as defined by the Privacy and Security Regulations or the HITECH Act but for the purposes of this Addendum shall be limited to PHI and/or EPHI received from, or created or received by Business Associate on behalf of, Covered Entity. Wherever the term PHI is used in a provision in this Addendum, it shall mean, include and be applicable to EPHI. Wherever the term EPHI is used, it shall mean and be applicable to EPHI only.

**4. Obligations and Activities of Business Associate:** Business Associate agrees, that with respect to PHI, it will:

- a. not use or further disclose PHI other than as permitted or required by this Addendum or as Required By Law;
- b. use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Addendum. Without limiting the generality of the foregoing, Business Associate will:
  - (i) Implement administrative, physical, and technical safeguards that reasonably and
  - (ii) appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;

- (ii) Ensure that any agent, including a subcontractor, to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect it; and
  - (iii) Report to the Covered Entity any Security Incident related to an information system containing PHI of which it becomes aware;
- c. report to Covered Entity any discovery of a breach of unsecured PHI, without unreasonable delay, or any use or disclosure of the PHI not provided for in this Addendum of which it becomes aware;
- d. to the extent Business Associate maintains or otherwise holds, uses or discloses Unsecured PHI, as defined under the HITECH Act, or guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), without unreasonable delay, notify Covered Entity of any Breach (as defined under the HITECH Act) of Unsecured PHI of which Business Associate becomes aware. Such report shall include at least, to the extent known, the identity of each individual whose information was, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach,
- e. ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same PHI restrictions and conditions that apply to Business Associate through this Addendum with respect to such PHI;
- f. make available PHI maintained by Business Associate or its agents in accordance with this Addendum to Covered Entity upon reasonable notice and in accordance with applicable law in order to meet the requirements of 45 CFR §164.524;
- g. to the extent Business Associate maintains PHI in a Designated Record Set, incorporate any amendments or corrections to such PHI in accordance with applicable law and to the extent applicable to this Addendum that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity; Any such amendment or correction made to PHI in a Designated Record Set at the direction of the Covered Entity shall be the responsibility of the Covered Entity.
- h. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or Section 13401(c)(3) of the HITECH Act;
- i. make available to Covered Entity the information collected in accordance with Section 4(h) of this Addendum as is in the possession of Business Associate to satisfy the applicable requirements for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or Section 13401(c)(3) of the HITECH Act;
- j. make internal practices, books, and records, relating to the use and disclosure of PHI received from Covered Entity, available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with applicable law; and
- k. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

#### 5. Permitted Uses and Disclosures by Business Associate:

- a. Business Associate acknowledges that it may have statutory duties under the HITECH Act and Business Associate will comply with all applicable duties under the HITECH Act. Effective February 17, 2010, Business Associate will comply with all applicable provisions of 45 CFR §§164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Standards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 CFR §164.312 ("Technical Safeguards"), Business Associate shall consider applicable guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- b. Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI:
  - (i) on behalf of, or to provide services to, Covered Entity, as provided for in the Agreement and in accordance with the Privacy Rule; Business Associate shall request, use and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure;
  - (ii) for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that, In the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that it will remain confidential, be used or further disclosed only as required by law or for the purpose for which it was disclosed, and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached ;

- (iii) to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and
- (iv) to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

c. As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive remuneration in exchange for PHI unless permitted by the HITECH Act or regulations issued by the Secretary, except that any remuneration received by Business Associate for activities involving the exchange of PHI that the Business Associate undertakes on behalf of Covered Entity under the Agreement shall not be a violation of this Section.

**6. Obligations of Covered Entity:** Covered Entity shall:

- a. not transmit or otherwise deliver to Business Associate Unsecured PHI. Any Secured PHI, as defined under the HITECH Act and guidance issued by the Secretary, transmitted or otherwise delivered by Covered Entity to Business Associate shall be secured consistent with a technology standard that is developed, designated, or endorsed in guidance issued by the Secretary
- b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
- d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**7. Term and Termination**

- a. Term. The Term of this Addendum begins on the Effective Date (above), and ends when the Agreement between Covered Entity and Business Associate has terminated or all PHI provided by Covered Entity to Business Associate is destroyed returned
- b. to Covered Entity, whichever is later.
- b. Termination for Cause. If Business Associate breaches a material term of this Addendum, Covered Entity has the right, but not the obligation to either:
  - (i) Provide an opportunity for the Business Associate to cure the breach or end the violation;
  - (ii) Immediately terminate the underlying Agreement(s) between Covered Entity and Business Associate; however, all rights and obligations arising prior to such termination shall remain in effect. All other Agreements between Covered Entity and 3M Company shall remain in effect in accordance with their terms; or
  - (iv) report the violation to the Secretary in accordance with applicable law only in cases where neither termination nor cure is feasible.
- c. Effect of Termination.
  - (i) Except as provided in paragraph (ii) of this section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this Addendum.
  - (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the security protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**8. Miscellaneous**

- a. **Third Party Beneficiaries:** Nothing expressed or implied in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.
- b. **Regulatory References.** A reference in this Addendum to a section in the Privacy Rule or the Security Regulations means the section as in effect or as amended.
- c. This Addendum supersedes and replaces any other agreement terms with 3M Health Information Systems with respect to the terms and obligations relating to HIPAA and PHI.
- d. **Amendment.** The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- e. **Survival.** The respective rights and obligations of Business Associate under Section 7.c of this Addendum shall survive the termination of this Addendum.
- f. **Interpretation.** Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy and Security Regulations.

**ACCEPTED AND AGREED TO:**

3M COMPANY

,Customer Name&gt;

By \_\_\_\_\_

By \_\_\_\_\_

Its Pricing and Contracting Director

Its \_\_\_\_\_

\_\_\_\_\_  
Date\_\_\_\_\_  
Date

**Exhibit D****Third Party Content Terms and Conditions****EXHIBIT D****Part I****AMA TERMS AND CONDITIONS**

The following terms and conditions apply to Client's use of 3M Software containing Current Procedural Terminology and/or material published in CPT® Assistant (collectively referred to herein as "AMA Editorial Content") in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B, with respect to Client's use of the AMA Editorial Content, the terms and conditions of this Exhibit B shall control.

1. **Grant of Rights Restrictions.** Client has a nontransferable, nonexclusive license to use the AMA Editorial Content contained within the 3M Software solely for its internal purposes within the United States. Client is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Client's access to updated AMA Editorial Content depends upon a continuing contractual relationship between 3M and the AMA. Client shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit B. Any printing or downloading of CPT® Assistant from the 3M Software must be solely for Client's internal use, without any modification to the content, and in such a way that all references to the AMA are included.
2. **Notices.** CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply: U.S. Government Rights. This product includes CPT and/or CPT Assistant which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (February 2014) and/or subject to the restrictions of DFARS Subpart 227.7202-1(a) (June 1995) and DFARS Subpart 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (May 2014) and/or subject to the restricted rights provisions of FAR 52.227-14 (May 2014) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.
3. **Backup Rights.** Client may make backup copies of the 3M Software containing AMA Editorial Content for backup or archival purposes only provided that all notices of proprietary rights, including trademark and copyright notices, appear on all backup or archival copies made.
4. **Warranty Disclaimer.** TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES (EXPRESS AND IMPLIED) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING ARE DISCLAIMED WITH RESPECT TO THE AMA EDITORIAL CONTENT. CLIENT'S USE OF THE AMA EDITORIAL CONTENT AS CONTAINED IN THE 3M SOFTWARE IS "AS IS" WITHOUT ANY LIABILITY TO 3M OR THE AMA INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT THE AMA EDITORIAL CONTENT WILL MEET CLIENT'S REQUIREMENTS. THE SOLE RESPONSIBILITY OF THE AMA IS TO MAKE AVAILABLE TO 3M REPLACEMENT COPIES OF THE AMA EDITORIAL CONTENT IF THE DATA IS NOT INTACT. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE AMA EDITORIAL CONTENT.

**EXHIBIT D**  
**Part II**  
**HEALTH FORUM TERMS AND CONDITIONS**

To the extent Client has licensed 3M Software which contains AHA Coding Clinic™ for ICD-9-CM, ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and/or AHA Coding Clinic™ for HCPCS, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the Agreement. In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-2, with respect to Client's use of such Software, the terms and conditions of this Exhibit B-2 shall control.

ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-9-CM Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

It is understood that Health Forum, LLC did not enter the ICD-9-CM Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information. Health Forum, LLC, and 3M make no warranties of merchantability or fitness for a particular purpose. Health Forum, LLC, shall have no liability to anyone, including 3M and Client, for lost profits or indirect or consequential damages. Health Forum, LLC, makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for ICD-9-CM is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for ICD-9-CM may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for ICD-9-CM information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA and 3M make no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including 3M and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for HCPCS is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for HCPCS may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for HCPCS information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA and 3M make no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including 3M and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to 3M, its products or services.

The printing or downloading of ICD-9-CM Coding Handbook, AHA Coding Clinic™ for ICD-9-CM and AHA Coding Clinic™ for HCPCS (collectively, the "HF Documentation") or any portion thereof, is prohibited, other than the printing of an excerpt from HF Documentation on a specific topic without any modification to the excerpt for internal use only by the Authorized Site as long as the source of the excerpt(s) is printed on the printout(s).

The text of HF Documentation is and will remain inaccessible to other programs capable of generating paper printouts of HF Documentation (excluding the print screen functionality of Windows software) by encrypting all files containing source text of HF Documentation.

**EXHIBIT G – 3M SOFTWARE ACCESS AND  
CONFIDENTIALITY AGREEMENT****[Provided for reference purposes only.]****See section 1.2 of the Software License and Service Agreement]**

THIS SOFTWARE ACCESS AND CONFIDENTIALITY AGREEMENT is entered into as of the (day) day (Month/Year) ("Effective Date") by and between «Company» having a place of business at «Address», «City», «STATE» «Zip» ("Customer"), «Consultant» having a place of business at «Address2», «City2», «STATE2» «Zip2» ("Consultant"), and 3M COMPANY, together with its subsidiaries and affiliates (collectively referred to herein as "3M"), a Delaware corporation, having a place of business at 575 West Murray Blvd., Murray, UT 84123-4611;

**WHEREAS**, 3M owns certain software products and **EXHIBIT** accompanying documentation (hereafter referred to as "Software") more specifically described in that certain software license agreement dated «SLADate» between 3M and Customer (the "Software License Agreement"); and

**WHEREAS**, Customer and Consultant have entered into an agreement ("Consulting Agreement") under which Consultant will provide consulting and other services to Customer ("Services") requiring Consultant to have access to the Software; and

**WHEREAS**, the parties desire that Consultant undertake appropriate contractual commitments to assure that the Software will be used only in accordance with and subject to the terms and conditions of the License Agreement as modified by this Agreement;

**NOW, THEREFORE**, it is hereby agreed by and between the parties that

**1. TERM AND TERMINATION.** This Agreement shall become effective upon the Effective Date and shall terminate immediately upon the termination of the Software License Agreement, the Consulting Agreement, or the provision of Services by Consultant, whichever occurs first. Customer or Consultant shall immediately notify 3M of any termination of the Consulting Agreement, or the provision of Services. Upon any termination of this Agreement resulting from a termination of the Software License Agreement, Customer shall cease all further Access of the Software and return all copies of the Software and Associated Documents to 3M within ten (10) days of such termination. Upon any termination of this Agreement resulting from a termination of the Consulting Agreement, or the provision of Services, Consultant shall cease all further Access of the Software and return all copies of the Software and Associated Documents to Customer within ten (10) days of such termination.

**2. PURPOSE.** Consultant acknowledges that the Software and Documents described herein are 3M Confidential Information. Consultant shall use the 3M Confidential Information for the sole purpose as described in Section 3.1 and 3.2 of this Agreement and in strict accordance with the terms and conditions of the Software License Agreement. Consultant shall not make any other use of the 3M Confidential Information, including the Software and Documents, without 3M's prior written permission.

**3. ACCESS**

**3.1 Transfer.** Unless otherwise set forth below, upon the Effective Date of this Agreement, 3M grants to Consultant the right to use, execute and display (collectively "Access") the Software licensed and identified in the Software License Agreement, including any amendment thereto. To facilitate Consultant's Access to such Software, the Software may be physically located at the physical location which the Customer has identified in the Software License Agreement, or to such other location within the boundaries of the United States following prior written approval by 3M at least thirty (30) days in advance of the proposed date of transfer. Customer and/or Consultant shall provide and be responsible for maintaining all equipment which is necessary for Consultant to Access the Software as contemplated hereunder. Customer and Consultant shall bear all costs and expenses of: (i) transferring and installing the Software, and (ii) training Consultant personnel in the operation of the Software. 3M shall provide any additional training assistance to both Customer and Consultant at its then-current hourly rate.

**3.2 Consultant Access.** Consultant acknowledges that: (i) neither legal nor equitable title to the Software passes to Consultant under the terms of this Agreement, and (ii) it will Access the Software in strict accordance with, and be bound by and subject to, the terms and conditions of the Software License Agreement applicable to Customer (which Software License Agreement is incorporated herein by reference) including, but not limited to, restrictions on the use of the Software solely and exclusively on Customer's behalf, and confidentiality. Consultant shall limit Access to the Software to only those Consultant employees who need such



Section 1, Part C

3M End User Software License & Services Agreement Terms and Conditions for Hospitals (SIN 132-32 and 132-51)

Access for purposes of fulfilling Consultant obligations under the Consulting Agreement. Consultant shall inform its employees who have access to the Software of their obligations under this Agreement.

**3.3      SPECIFIC PROHIBITIONS.** Except for the limited right to Access set forth in Section 3.1 and 3.2 above, no other right or license is granted to Consultant hereunder with respect to the 3M Software and 3M reserves all other rights to itself. Without limiting the foregoing reservation of rights, and for purposes of clarity only, Customer and/or Consultant are specifically prohibited from directly or indirectly making or doing any of the following acts with respect to the 3M Software: (i) making additional copies of the 3M Software, (ii) using the 3M Software to process data or information for the benefit of any person or entity other than Customer, (iii) making any modification to the 3M Software, (iv) making or creating any derivative work based upon the 3M Software, including any translations of the 3M Software from English to a foreign language, (v) using the clinical logic contained or embodied in the 3M Software for any purpose including, but not limited to, the creation or modification of any product or service (for purposes of this prohibition, clinical logic means the specifications that define diagnosis and procedure codes (including the interrelationships between such codes), lists, logic trees, abbreviations, algorithms and other material for implementing 3M’s proprietary Software, all of which is proprietary to 3M), or (vi) decompiling, disassembling or reverse-engineering the 3M Software..

3.4

4.      **GENERAL**

Customer, 3M and Consultant agree and affirm that the terms of the Software License Agreement shall remain in full force and effect, unless or until the Software License Agreement expires or is terminated in accordance with the terms and conditions of the Software License Agreement. In the event of a conflict between this Agreement and the Software License Agreement, this Agreement shall prevail.

5.      **NOTICES**

Unless otherwise designated in writing, all notices, consents, approval and the like required to be given hereunder shall be given in writing by personal delivery or by certified or registered mail to CUSTOMER and/or CONSULTANT at the address set forth above, and to 3M COMPANY at **575 West Murray Blvd., Murray, UT 84123-4611**, Attention: Pricing and Contracting Director, or at such other address as 3M may designate. Notice shall be deemed given upon such delivery or when so mailed, respectively.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their authorized representatives as of the date first written above.

«COMPANY»	3M COMPANY
BY    X	BY
NAME X	NAME
TITLE X	TITLE
DATE X	DATE

«CONSULTANT»

BY    X

NAME X

TITLE X

DATE X

### **Attachment A Scope of Work**

## SOFTWARE LICENSE AGREEMENT

### FOR PAYERS

Customer contracts for and 3M agrees to furnish the Software, Documents and related services described in this Agreement under the terms and conditions of this Agreement. The Software, Documents and related services are “commercial items” as defined in FAR 2.101. The Software and Documents are also “computer software” and “computer software documentation,” respectively, as defined in FAR 2.101. The parties acknowledge that the provision of such commercial items is governed by FAR 12.212.

To indicate their acceptance and agreement to be bound by the terms and conditions of this Agreement, the Customer and 3M have executed this Agreement on the date(s) indicated below, to be effective as of the date first indicated above. Alternatively, to indicate their acceptance and agreement to be bound by the terms and conditions of this Agreement, the Customer and 3M have executed an order (the “Delivery Order”) issued under 3M’s GSA Multiple Award Schedule contract for 3M to furnish the Software, Documents and related Services, to be effective on the date specified in the Delivery Order.

<b>INITIAL TERM OF THIS AGREEMENT</b> – One (1) year. The Initial Term may be renewed by the Customer for successive one (1) year periods (each a “Renewal Term”) by exercising an option for the Renewal Term in accordance with Section 9.1, “Term,” below. (see Section 9):	<b>PAYMENT CYCLE:</b> Annual	<b>PAYMENT TERMS:</b> Net 30
<b>FEE SUMMARY (ITEMIZED ON EXHIBIT B):</b>		
<b>SPECIAL TERMS:</b>		
In accordance with FAR 52.229-1, “State and Local Taxes (APR 1984) (DEVIATION I – MAY 2003),” the prices in the Pricing Summary exclude all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this Agreement. 3M shall state separately on its invoices the taxes excluded from the contract price, and the Customer agrees either to pay the amount of the taxes to 3M or provide evidence necessary to sustain an exemption. Except for the State and local taxes noted above, this fee summary includes incidental expenses, such as freight, freight insurance, and travel expenses for a maximum of one (1) visit for the initial implementation and training specified in Section 2.3 below. This fee summary does not include any travel expenses incurred for additional installation and training services. Any incidental or travel expenses shall be subject to the provisions set forth in 3M’s GSA Multiple Award Schedule contract pertaining to Other Direct Costs, travel costs, shipping and insurance, etc.. This fee summary also does not reflect costs of services not obtained through 3M. 3M RESERVES THE RIGHT TO NEGOTIATE AN INCREASE IN FEES IN THE EVENT CUSTOMER REQUIRES ANY PROVISION TO THIS AGREEMENT BE MODIFIED.		
Customer has read this Agreement, each exhibit, including the disclaimers of warranties, limitations of liability and limitations of remedy, which are contained therein. To indicate their acceptance and agreement to be bound by the terms and conditions of this Agreement, 3M and Customer have executed this Agreement on the date(s) indicated below, to be effective as of the date first indicated above.		

## 1.0 DEFINITIONS

**1.1 “Aggregate Data”** means data, in either electronic or hard-copy, printed format, which is sixty (60) days old or older (measured between the most recent discharge date of any patient included within such data, and the date on which the data is processed as set forth in Section 2), for which it is not possible to identify an individual patient and his/her associated code assignment.

**1.2 “Authorized Site”** means Customer, as **specifically identified** as the Authorized Site listed in Exhibit A to this Agreement. If Customer desires to have another location included as an Authorized Site under this Agreement 3M will consider the inclusion of such an entity on a case-by-case basis.

**1.3 “Authorized Users”** means the employees, contract workers (i.e., individuals employed by a third party assigned to perform, on a temporary basis, the same or similar functions of an Authorized Site’s employees) and independent contractors (i.e., self-employed individuals who perform, on a temporary basis, the same or similar functions of an Authorized Site’s employees) of an Authorized Site. 3M will also permit Customer to include, as Authorized Users, consultants and contractors not otherwise included within the foregoing definition provided that (i) the consultant or contractor has a legitimate need to access and use the Software solely on behalf of an Authorized Site, (ii) the consultant or contractor is bound to Customer by written agreement to abide by nondisclosure/non-use obligations that are no less stringent than those set forth in 3M’s standard third party 3M Software Access and Confidentiality Agreement, a copy of which is attached as Exhibit E to this Agreement, and (iii) such written agreement includes a provision that makes 3M a third party beneficiary under such agreement and includes flow-down provisions requiring the consultant or contractor to bind its subcontractors and agents to equivalent obligations, including making 3M a third party beneficiary under such subcontracts and agreements with such agents; provided, however, that such written agreement shall not include any provision requiring the Customer who is a U.S. Government entity to indemnify any party in connection with any matters arising out of or pertaining to this Software License Agreement for Payers or the Customer's use of the Software. Authorized Users accessing Software (ASP) shall be issued passwords.

**1.4 “Claims Review”** means Customer’s analysis of a Provider’s previously coded claims and/or transactions for accuracy produced through the use of the Software.

**1.5 “Documents”** means written reference, operations and/or users manuals and other documents, and all revisions thereto, which provide specifications for or instructions for the use of the Software and which are furnished to any Authorized Site by 3M.

**1.6 “Equipment”** means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Installation Site(s) and/or Authorized Site(s) that meet or exceed 3M’s then current minimum configuration requirements for processing the Software, or substitute or backup equipment. The minimum configuration requirements for the Software (Customer Site Installed “CSI”) and the Software (Application Services Provider “ASP”) may be different.

**1.7 "Installation Site"** means the physical location to which 3M shall deliver the Software (CSI) for installation (i.e., "loading") on the Equipment or any substitute location first approved by 3M in writing. All Installation Sites shall be identified in Exhibit A to this Agreement.

**1.8 "Member"** means an individual for whom the Customer is responsible to make payment or reimbursement to a Provider for providing health care services to such Member.

**1.9 "Patient Specific Data"** means data (in either electronic or hard-copy, printed format) that contains the assignment of a particular code assignment to an individual patient's record such that a particular code assignment and a patient-identifying characteristic (including, but not limited to, the patient's name, medical records number, social security number, age or sex) can be identified.

**1.10 "Provider"** means an individual, partnership, corporation or other entity (including, but not limited to, hospitals, physicians, health maintenance organizations, surgical centers, clinics and physician-hospital organizations), under contract with Customer or, if Customer is an agency of the U.S. Government, under contract with another U.S. Government agency, that receives payment or reimbursement from Customer for providing health care services to Customer's Members.

**1.11 "Provider Comparison"** means Customer's comparison of the accuracy of a Provider's claims, as a percentage of all claims presented, to one or more other Provider's claims through the use of the Software. Such comparisons may be based upon, and contain, only Aggregate Data, and may not be based upon nor contain any Patient Specific Data.

**1.12 "Report"** means a report, in either hard-copy or electronic format, that contains the results of, or otherwise relates to, a Claim Review and/or a Provider Comparison provided that: (i) such Report is not based upon nor contain any Patient Specific Data, and (ii) Customer does not charge a Provider a fee or assessment, or otherwise require a Provider to pay, to receive such Report or the information contained therein.

**1.13 "Software"** means 3M Software (as defined in Section 1.14) and Third Party Content (as defined in Section 1.17). Provisions of this Agreement referring to Software denoted as "CSI" shall apply only to Software that is implemented by delivery of the Software to the Customer, on physical media or by online download, for installation on the Equipment. References in this Agreement to Software denoted as "ASP" shall apply only to Software that is implemented by enabling the Customer to access and use the functionality of the Software, or the results produced by the use of the Software, remotely via the Internet, Virtual Private Network or other online means without installation of the Software on the Equipment. Provisions of this Agreement referring to Software without denotation to "CSI" or "ASP" shall apply to both types of Software. The term "Software" does not include source code.

**1.14 "3M Software"** means all copies of 3M-owned computer program(s) identified in Exhibit B, Software Schedule, to this Agreement and any Updates thereto.

**1.15 "Software Implementation Date"** means, with respect to any particular Software, the earliest date on which the Software is loaded on the Equipment and (i) passes 3M's diagnostic tests for such Software, or (ii) is put into use by Customer for any purpose other than for testing purposes that

takes place before 3M begins its diagnostic tests, whichever occurs first. Customer-installed Software, if any, will be presumed to be loaded on the Equipment seven (7) days after shipment by 3M.

**1.16 "Term"** means the period of time during which this Agreement remains in effect, beginning with the Initial Term and continuing throughout each successive Renewal Term, if any. The "Initial Term" of this Agreement is the period of time set forth on the face of this Agreement commencing on the earliest Software Implementation Date. A "Renewal Term" is the additional period of time that this Agreement remains in effect, pursuant to Section 9.2, following the end of the Initial Term, or an immediately prior Renewal Term.

**1.17 "Third Party Content"** means all non-3M-owned computer programs and/or materials (including, but not limited to, for example, CPT™ codes) incorporated into, or distributed by 3M for use in conjunction with, 3M Software, together with any Updates or diagnostic support aids thereto which are distributed to any Authorized Site by 3M.

**1.18 "Update"** means an enhancement or modification to the Software which 3M makes generally available to its customers without an additional or increased license fee.

## 2.0 SOFTWARE

**2.1 Ownership.** Title to all copies of the Software and Documents (including those made by Authorized Users), and to all 3M confidential and proprietary information, shall be and remain vested in 3M and/or its suppliers. 3M also retains title to all media used to supply Software to Customer. Whenever 3M supplies Updates to Customer and upon request from 3M, Customer shall certify in writing to 3M that all copies of media previously furnished by 3M have been returned to 3M or destroyed.

**2.2 Installation.** Software must be installed on Customer's Equipment at the designated Installation Site(s). Software shall be installed by 3M; however, certain Software may be identified in Exhibit B as Customer-installable ("CI"). Customer shall, at its expense, be responsible to see that all Customer-installable Software is installed and placed in working order. Customer shall provide 3M with all relevant specifications and other documents and shall supply all cables, interface hardware and other Equipment reasonably required to integrate and interface the Software with Customer's instruments and other computer systems.

### 2.3 Training.

When applicable to the Software licensed by Customer, 3M shall train a predetermined number of Authorized Users in use of the 3M Software as part of the implementation and training (I&T) fees as set forth on Exhibit B, Software Schedule. *I&T fees include transportation expenses and per diem provided that implementation and training is scheduled simultaneously for a maximum of one visit. If the Customer requires more than one visit to be made by 3M for 3M to perform the implementation and training or if the implementation and training are scheduled to occur at different times so that more than one visit is required, the parties shall negotiate an equitable adjustment in the I&T fees to include the cost of the additional visit(s), which shall be based upon 3M's then-current service rates, and which shall include an estimated amount for additional transportation and per diem expenses*, and this Agreement shall be

modified in writing accordingly. This equitable adjustment shall be negotiated prior to 3M making any additional trip(s). 3M's implementation and training personnel will contact Customer shortly after the execution of this Agreement to mutually determine the training schedule. Dependent on the Software licensed, training shall be provided either; (a) on-site at Customer's location, or (b) remotely via (i) phone, or (ii) web conferencing. Customer shall, at its expense: (i) provide the necessary Authorized Users for training at the scheduled times and training locations, and (ii) provide the necessary training resources including, but not limited to, adequate training facilities, overhead projectors, and personal computers for computer based training.

**2.4 Software License.** During the Term of this Agreement, **3M grants Customer a nontransferable, nonexclusive license ("License") to permit Authorized Users to access and use the Software and Documents solely for purposes of performing Claims Reviews and Provider Comparisons, and to create Reports for internal use and/or delivery to applicable Providers.** The License granted to Customer does not permit Customer to do or permit any of the following without 3M's prior written consent: (i) make extra copies of the Software or Documents (except for the limited purposes set forth below), (ii) sublicense, lease, lend, transfer or permit access to the Software or Documents (or any copies thereof) to any third party, (iii) permit access to, or the use, of the Software or Documents by any person, facility or entity that is not an Authorized User, (iv) use, or permit the use of, the Software or Documents to process transactions of any entity or facility that has not been specifically listed as an Authorized Site, or (v) disassemble, reverse-engineer or create derivative works based upon the Software. **This license specifically prohibits Customer from disclosing, demonstrating or otherwise making the Software available to Customer Providers.** Customer is solely responsible for informing and ensuring that all Authorized Users permitted to access and use the Software or Documents (including all Authorized Users who access and use the Software or Documents from remote locations), comply with the restrictions of Sections 2.4, 2.5 and 4. Notwithstanding the foregoing, Customer may make such copies of the Software and/or Documents as are necessary to secure the Customer's data or which are essential to the operation of the Equipment. During any period of Equipment malfunction causing the Software to be inoperative, Customer may use the Software on other Equipment; however, Customer shall not remove the Software from the Installation Site without 3M's written consent, which shall not be unreasonably withheld. If Customer is not an agency of the U.S. Government: (a) upon thirty (30) days advance notice, at Customer's regular business hours, Customer shall allow 3M, or a third party designated by 3M, to inspect and audit Customer's books, records and use of the Software and Documents solely and exclusively for the purpose of verifying Customer's compliance with its obligations under this Agreement; and (b) any audit shall be paid for by 3M; provided, however, that Customer shall pay for the expense of the audit if the audit reveals a violation of the Agreement.

**2.4.1 Reports.** Customer may provide Claims Review services and produce, and deliver to Customer Providers, Reports produced based upon data obtained through the use of the 3M Software without the payment of additional license fees provided that Customer references the use of the Software in all such Reports. All Reports are restricted to Aggregate Data only and may not include Patient Specific Data under any circumstance. Customer shall include on all Reports the following notice whether such Reports are made available to a Customer Provider in either hard-copy or electronic format:

"This Report was produced using proprietary computer software created, owned and licensed by the 3M Company. All copyrights in and to the 3M™ Software (including the selection, coordination and arrangement of all codes) are owned by 3M. All rights reserved."

**2.5 Third Party Content.** Except as otherwise indicated in this Agreement, all terms and conditions of this Agreement, including the applicable terms and conditions set forth in Exhibit D, if any, shall apply to Third Party Content. 3M reserves the right to add or delete Third Party Content and to revise the provisions of Exhibit D in the event that the licensor of any Third Party Content requires 3M to pass through modified terms and conditions applicable to its Content. If Customer is a U.S. Government agency, any such revisions to the provisions of Exhibit D made by 3M require the written agreement of the Contracting Officer. In the event of a conflict between the terms and conditions of this Agreement and those set forth in Exhibit D with respect to Third Party Content, the terms and conditions of Exhibit D shall control. In the event Customer is permitted by a Third Party Content license agreement to change, modify or make any derivative work from the Third Party Content, Customer assumes total responsibility for any resulting Equipment and/or Software malfunctions.

**2.6 Software Security.**

**2.6.1. (Applicable if Customer is a U.S Government agency.)** 3M provides limited utilities and functions as part of the Software to limit access to the Software to authorized personnel. The overall effectiveness of Software security depends upon the Customer's proper use of the 3M utilities and functions, and Customer's own policies, procedures and software/hardware security devices. Accordingly, so long as the Software meets the performance warranty set forth in Section 6.3, Customer shall be solely responsible for any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to unauthorized access to the Software.

**2.6.2 (Applicable if Customer is not a U.S Government agency.)** 3M provides limited utilities and functions as part of the Software to limit access to the Software to authorized personnel. The overall effectiveness of Software security depends upon the Customer's proper use of the 3M utilities and functions, and Customer's own policies, procedures and software/hardware security devices. Accordingly, so long as the Software meets the performance warranty set forth in Section 6.3, Customer agrees to indemnify and hold 3M harmless for any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to unauthorized access to the Software

**2.7 Operating Results.**

**2.7.1 Applicable if Customer is a U.S. Government agency.)** While 3M makes the Software available for Customer's use, Customer understands and acknowledges that it is solely responsible for the use it makes of the Software including, but not limited to, monitoring and verifying the input to and output from the Software.

**2.7.2 (Applicable if Customer is not a U.S. Government agency.)** While 3M makes the Software available for Customer's use, Customer understands and acknowledges that it is solely responsible for the use it makes of the Software including, but not limited to, monitoring and verifying the input to and output from the Software. Accordingly, so long as the Software meets the performance warranty set forth in Section 6.3, Customer agrees to indemnify and hold 3M harmless from any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to unauthorized access to the Software.



**2.8 Password Security.** Customer is responsible for the security of all passwords provided to Customer and its Authorized Users by 3M for access to and use of the Software under this Agreement. In the event that access to, or use of, a Customer's password is permitted by Customer, or gained by an unauthorized party while such password is in the possession of Customer, and subsequently access to, or use of the Software is made by such unauthorized party, Customer shall be solely responsible for any access to, or use of, the Software, or activity or transaction using the Software by such unauthorized party. Customer understands and agrees that the access to, or use of, the Software by any person using a password provided to Customer or its Authorized Users constitutes an authorization by Customer to use such password and access or use the Software, without limitation. Customer shall be solely responsible for all access to, or use of, the Software using the Customer's passwords, until 3M has received notification from Customer in writing that the security of such password, and subsequent access or use, is not authorized. Customer agrees to immediately notify 3M in writing of any possession, or use, of its passwords by an unauthorized party of which it becomes aware. Upon such notification, 3M shall terminate such password and issue a new password to Customer.

### 3.0 SUPPORT SERVICES

**3.1 Scope of Support Services.** Beginning on the Software Implementation Date and continuing throughout the Term of this Agreement, 3M shall provide Customer with the following support services ("Support Services") at no additional charge provided that the Software in use by Customer is the most current or the immediately preceding Update level:

**3.1.1 Corrections.** 3M shall correct significant deviations between the 3M Software and the applicable Documents and any incompatibility between the 3M Software and the operating system software of any Equipment, which has been approved by 3M for use with 3M Software.

**3.1.2 Updates.** 3M shall furnish Updates to the 3M Software. 3M will use commercially reasonable efforts to provide Updates to meet the requirements of federal laws and regulations (including, for example, changes to DRG, APC, ICD-9, and CPT™ codes); provided, however, where changes in laws and regulations (including, for example, implementation of ICD-10) are, in 3M's reasonable determination, significant enough to require the development of new software products or new features and/or functions for existing software products, then: (i) 3M may, but is not required to develop the new features, functions and/or software products, and (ii) 3M may charge Customer additional license and support fees in connection with any additional features, functions and/or software products 3M chooses to develop and Customer wishes to purchase. If Customer requests 3M to provide any new features, functions, and/or software products developed by 3M, the parties shall negotiate the additional license and support fees, and this Agreement shall be modified in writing accordingly. Updates are designed to be Customer-installable. When on-site support for Updates is requested by Customer, 3M reserves the right to charge Customer 3M's then-current GSA Schedule contract fees for implementation and training in connection with Updates for Software (CSI) which require 3M personnel to provide support at Customer's site. Such charges are not included in the fees listed on the face of this Agreement. If Customer requests 3M to provide such on-site support and training for such Updates at Customer's sites, the parties shall negotiate the additional fees for 3M to provide such on-site support and training, and this Agreement shall be modified in writing accordingly. 3M will use reasonable efforts to notify

Customer of additional charges and/or Equipment necessary to make an Update operational prior to the release of such Update.

**3.1.3 Software Support.** Authorized Users can get answers to routine Software(?) installation and usage questions within four (4) hours during 3M's normal business hours (excluding 3M holidays) and assistance with a priority one request, within one (1) hour of submitting a support request, by either; a) telephone, or b) electronically by accessing 3M's secure self-help website Customer Care ("Standard Support"). Customer must register with Customer Care to activate the Standard Support Services. To register, submit a support request, and view product-specific information, available support options, priority explanations and 3M's business hours go to: ([www.3MCustomerCare.com](http://www.3MCustomerCare.com)).

**3.2 Customer's Obligations.** To enable 3M to provide Support Services under this Agreement, Customer shall: (i) notify 3M when support is required and report problems to 3M, (ii) allow 3M reasonable access to Customer's system and the reasonable use of necessary site facilities, utilities, data communications and system resources with ready access at no charge, (iii) when requested by 3M, collect data and other information necessary for 3M to resolve system problems, (iv) maintain the database and program libraries as specified by 3M, (v) obtain any additional Equipment, updates to third party application software and third party operating system Software (as reasonably specified by 3M) necessary to make an Update operational, (vi) provide time for installation of all Updates, (vii) perform regular daily backups, and (viii) provide qualified personnel to work with 3M personnel.

**3.3 Modification of Support Services.** After the Initial Term of this Agreement (as set forth on the face of this Agreement), 3M may modify the Support Services offered with respect to the Software by giving Customer written notice ninety (90) days prior to any renewal date, including the first renewal date.

## **4.0 CONFIDENTIAL INFORMATION, TRADENAMES AND COPYRIGHTS**

**4.1 Customer's Obligations.** Customer acknowledges that, the Software and the Documents contain information that is confidential to and proprietary trade secrets of 3M and/or its suppliers ("3M Information"). Customer agrees to treat all 3M Information as confidential, to require all Authorized Users who Customer permits access to the Software or the Documents pursuant to Section 2.0 to comply with this Section 4.1, and otherwise use its best efforts to prevent unauthorized disclosure of 3M Information. The obligations of this Section 4.1 shall not apply to any 3M Information that is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to Customer or Authorized Users. The existence of a copyright notice shall not cause or be construed to cause the Software or the Documents to be a published copyrighted work or to be public information or in the public domain. Customer shall not remove the trademarks, trade names or any notice of 3M or 3M's suppliers from any Equipment, Software, Documents or other materials delivered to Customer pursuant to this Agreement, and will cause them to appear on all copies made by Customer pursuant to Section 2.4.

**4.2 3M's Obligations.** 3M acknowledges that in the course of performing this Agreement it may be given access to information that is confidential to Customer or to third parties, including

Customer's patients. 3M agrees to treat all such information as confidential in accordance with the following provisions:

**4.2.1 Protected Health Information ('PHI').** To the extent required by the Health Insurance Portability and Accountability Act of 1996, or "HIPAA," and the regulations promulgated thereunder, the parties shall abide by the terms of Exhibit C, Business Associate Addendum; provided, however, that if the parties have previously entered into a separate Business Associate Agreement that is broad enough to cover this Agreement, such separate Business Associate Agreement shall apply instead. .

**4.2.2 Operational Information.** In addition, 3M agrees to treat all Customer Information other than PHI including, but not limited to, hospital and medical systems, financial and billing data and other operational information (collectively, "Operational Information") as confidential and to use its best efforts to prevent unauthorized disclosure of such items by 3M's employees, agents, representatives and contractors. The obligations of this Section 4.2.2 shall not apply to any Operational Information that is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to 3M or its employees, agents, representatives or subcontractors.

## **5.0 ACCESS TO 3M BOOKS AND RECORDS**

**5.1 Access.** To the extent required by applicable law (42 U.S.C. 1395x(v) (1) (I) and 42 CFR Sec. 420.300 through 420.304, or any successor statutes or regulations), until the expiration of four (4) years after the furnishing of Services under this Agreement, 3M shall make available upon written request to the Secretary of Health and Human Services ("Secretary") or the Comptroller General, or to any of their duly authorized representatives, this Agreement and such books, documents and records of 3M that are necessary to verify or certify the nature and extent of 3M's invoiced charges for services furnished to Customer.

**5.2 Subcontracts with Related Organizations.** 3M agrees that to the extent required by applicable law, if 3M carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services under that subcontract, the related organization will make available, upon written request to the Secretary, or to the Comptroller General, or to any of their duly authorized representatives, the subcontract and such books, documents and records of the related organization that are necessary to verify or certify the nature and extent of the costs incurred by Customer based on 3M's invoiced charges for services furnished by the related organization.

## **6.0 WARRANTIES AND REPRESENTATIONS**

**6.1 Authority.** 3M represents and warrants to Customer that, during the Initial Term of this Agreement and any renewal thereof, it has and will have full power and authority to enter into this Agreement and perform hereunder; and that such entry and performance does not and will not violate any rights of any third party.

## **6.2 Non-infringement.**

**6.2.1 (Applicable if Customer is a U.S. Government agency.)** 3M further represents and warrants to Customer that, during the Initial Term of this Agreement and any renewal thereof, the 3M Software and Documents do not infringe any patent or copyright rights of any third party. Customer shall immediately notify 3M in writing of any infringement claim and provide 3M with a copy of any pleadings. In the event an infringement suit is brought against the U.S. Government relating to the Software or Documents, such infringement suit shall be defended by the U.S. Department of Justice in accordance with 28 U.S.C. 516. 3M shall be allowed reasonable participation in the defense of the lawsuit if and to the extent permitted by the U.S. Department of Justice and applicable law. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of the U.S. Department of Justice. 3M shall indemnify the U.S. Government and its officers, employees and agents in accordance with paragraph (h), "Patent Indemnity," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract. 3M may, at its option and expense, procure for Customer the right to continue using the allegedly infringing 3M Software, replace it with a non-infringing item, modify it so it becomes non-infringing, or require Customer to return all copies of the allegedly infringing 3M Software to 3M and grant Customer a pro rata credit for the unused portion of the prepaid Software license fee for the current year and terminate the applicable Support Services. THIS SECTION 6.2.1 STATES THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND 3M'S SOLE LIABILITY FOR ANY ALLEGED OR ACTUAL INFRINGEMENT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO. This warranty does not extend to any Third Party Content.

**6.2.2 (Applicable if Customer is not a U.S. Government agency.)** 3M further represents and warrants to Customer that, during the Initial Term of this Agreement and any renewal thereof, the 3M Software and Documents do not infringe any patent or copyright rights of any third party. Customer shall immediately notify 3M in writing of any infringement claim and provide 3M with a copy of any pleadings. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of 3M. 3M also agrees to indemnify and hold Customer harmless from any damages or expenses (including attorney's fees) actually and finally awarded against Customer in any lawsuit arising out of or related to 3M's alleged infringement of a third party's intellectual property rights. 3M may, at its option and expense, procure for Customer the right to continue using the allegedly infringing 3M Software, replace it with a non-infringing item, modify it so it becomes non-infringing, or require Customer to return all copies of the allegedly infringing 3M Software to 3M and grant Customer a pro rata credit for the unused portion of the prepaid Software license fee for the current year and terminate the applicable Support Services. THIS SECTION 6.2.2 STATES THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND 3M'S SOLE LIABILITY FOR ANY ALLEGED OR ACTUAL INFRINGEMENT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO. This warranty does not extend to any Third Party Content.

**6.3 Performance.** 3M further represents and warrants that, so long as Customer has licensed the 3M Software from 3M on a continuous and uninterrupted basis from the Software Implementation Date, and is using the then-current or immediately preceding 3M Software Update level, the 3M Software shall perform in substantial accordance with the Documents; however, 3M does not represent or warrant that the operation of the 3M Software will be uninterrupted or error-free. Upon receipt of written notice

from Customer that 3M Software fails to meet this warranty, 3M shall provide the Support Services set forth in Section 3.0 of this Agreement. In the event 3M is unable to remedy a breach of warranty in this Section 6.3, Customer shall return all copies of the applicable 3M Software to 3M and 3M shall grant Customer a pro rata credit for the unused portion of the prepaid Software license fee for the current year and terminate the applicable Support Services. This warranty does not extend to any Third Party Content. **THE WARRANTY SET FORTH IN THIS SECTION 6.3 CONSTITUTES 3M'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE 3M SOFTWARE**

**6.4 Disclaimer.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT OR 3M'S GSA MULTIPLE AWARD SCHEDULE CONTRACT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 6.0, 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING OR PERFORMANCE.

## **7.0 LIMITATION OF LIABILITY**

**7.1 Lost Data or Information.** 3M AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR DAMAGE RESULTING FROM LOST DATA OR INFORMATION. IN THE EVENT DATA OR INFORMATION IS LOST DUE TO ANY NEGLIGENT ACT OR OMISSION BY 3M, OR DUE TO BREACH OF ANY WARRANTY, 3M'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR 3M TO USE ITS BEST EFFORTS TO RECOVER THE LOST DATA OR INFORMATION AT NO CHARGE TO CUSTOMER.

**7.2 Excluded Damages.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT OR 3M'S GSA MULTIPLE AWARD SCHEDULE CONTRACT, NEITHER 3M AND ITS SUPPLIERS, NOR CUSTOMER SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF 3M OR ITS SUPPLIERS OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE (EXCEPT FOR LOSS OF PROFITS OR REVENUE TO 3M ARISING FROM CUSTOMER'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT OR CUSTOMER'S BREACH OF SECTION 2.4 or 2.5), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND.

**7.3 Maximum Liability.** 3M'S MAXIMUM CUMULATIVE LIABILITY FOR DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE RECOVERABLE UNDER LAW OR CONTRACT FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO (i) THE SUM OF THE SOFTWARE LICENSE FEES ACTUALLY PAID TO 3M BY CUSTOMER FOR THE INITIAL TERM OF THIS AGREEMENT, OR (ii) ONE MILLION DOLLARS (\$1,000,000), WHICHEVER IS LESS.



## 8.0 FEES, INVOICING AND PAYMENTS

**8.1 Software.** License fees for each item of Software are set forth in the Delivery Order or the Software Schedule in Exhibit B and summarized on the face of the applicable task or delivery order, and shall be invoiced to Customer as set forth below. Notwithstanding anything to the contrary contained in any Third Party Content license agreement, Customer shall pay all license fees to 3M with respect to Third Party Content as provided in this Agreement for the Term of this Agreement.

- a. **Software License Fees for First Year (the Initial Term).** License fees for the first year, set forth in the Delivery Order or the Software Schedule in Exhibit B and summarized on the face of this Agreement, will be due on the Software Implementation Date and will be invoiced to Customer on or shortly after the Software Implementation Date.
- b. **Software License Fees for the Second and Subsequent Years after the Initial Term.** Subject to the provisions of Section 8.1(c) below, Software license fees for the second and subsequent years of the Initial Term shall be communicated by 3M to the Customer by e-mail, U.S. mail, or courier at least sixty (60) days prior to the anniversary of the Software Implementation Date.. Except as provided in Section 3.1.4 above, total license fee increases, if any, in the second and subsequent years after the Initial Term shall not exceed five percent (5%) of the license fee for the immediately preceding year unless otherwise indicated on the Software Schedule in Exhibit B. If the option for the Software License for the second year or a subsequent year is exercised by the Customer in accordance with Section 9.1, payment of the applicable Software license fees shall be due on the Software Implementation Date.
- c. **Additional Software and/or Authorized Sites.** During the Initial Term or any Renewal Term of this Agreement, the parties, upon mutual agreement on price and other applicable terms and conditions, may add new items of Software or additional Authorized Sites to this Agreement and this Agreement shall be modified in writing accordingly. **For the administrative convenience of the parties, 3M shall prorate the first year's license fees for the new Software and/or Installation Sites to the next anniversary of the Software Implementation Date of this Agreement. Thereafter, 3M will submit a single invoice for the annual license fees for all Software. The license term for all items of Software shall then co-terminate with the license Term provided for the item of Software having the earliest calendar Software Implementation Date.**
- d. **Renewal after the Initial Term.** License fees for years after the Initial Term for which this Agreement is renewed shall be at 3M's then-current applicable GSA Schedule contract license fee less any applicable discount, which shall be

communicated to the Customer prior to the end of the Initial Term and the end of any yearly renewal period hereof.

## **8.2 Software Implementation and Training and Support and Maintenance Services.**

Charges for Software implementation and training and support and maintenance services are set forth (i) on the face of this Agreement and in the Software Schedule in Exhibit B, or (ii) in the Delivery Order issued under 3M's GSA Multiple Award Schedule contract, and shall be invoiced on a monthly basis after such services have been performed. . If Customer cancels an agreed upon implementation and/or training date less than seven (7) days prior to such date, or if Customer is unprepared to go forward with installation and/or training on the agreed upon installation and/or training date, the parties shall promptly negotiate an equitable adjustment in the price and performance schedule for the implementation and/or training services to reflect the impact of the delay on 3M's cost and schedule to perform such services (including, without limitation, any non-refundable travel-related costs and expenses), and this Agreement and this Agreement and the Delivery Order shall be modified in writing accordingly.

**8.3 Miscellaneous Charges.** All charges and fees not specified in this Agreement shall be invoiced to Customer shortly after such charges or fees accrue, subject to the Customer's prior written agreement to pay for such miscellaneous charges, which agreement shall include a mutually-agreed price or not-to-exceed amount for such charges.

## **8.4 Invoicing, Payments.**

**8.4.1 (Applicable if the Customer is a U.S. Government agency.)** All charges and fees under this Agreement are due and payable in full in U.S. dollars within thirty (30) days after the date of Customer's receipt of 3M's invoice. Customer shall make all payments in accordance with paragraph (g), "Invoice," and paragraph (i), "Payment," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract, which shall govern all invoice and payment transactions between 3M and the Customer under this Agreement.

**8.4.2 (Applicable if the Customer is not a U.S. Government agency.)** All charges and fees under this Agreement are due and payable in full in U.S. dollars within thirty (30) days after the date of Customer's receipt of 3M's invoice (the "Payment Period"). If Customer disputes an item and/or amount on an invoice for which it intends to withhold payment, it must, during the Payment Period: (i) give 3M a written notice detailing the basis of the dispute (or the invoice shall be deemed undisputed), and (ii) pay all undisputed amounts in full within the Payment Period. 3M may assess a late payment charge on all undisputed amounts at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on the unpaid amount for each month (or fraction of a month) any payment is late. If Customer becomes thirty days past due with respect to any undisputed amounts due on an invoice, 3M may, upon written notice to Customer, immediately suspend the Support Services set forth in Section 3.0 until such past due charges are brought current or until this Agreement is terminated for breach as set forth in Section 9.2.

**8.5 Taxes.** In accordance with paragraph (k), "Taxes," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract, the Software license fees and the prices for services include all applicable Federal, State, and local taxes and duties. .

## 9.0 TERM, NON-RENEWAL AND TERMINATION

**9.1 Term.** This Agreement shall become effective upon complete execution by the parties and shall remain in effect for the period of time set forth on the face of this Agreement ("Initial Term") commencing on the earliest Software Implementation Date. **Thereafter, the Customer may, in its sole discretion, by providing written notice to 3M prior to expiration of the then current Term, exercise an option to renew the Term of this Agreement for one or more successive one (1) year terms (each a "Renewal Term"). The Customer's exercise of the option shall be confirmed by the Customer's issuance of a modification to the Delivery Order under which this Software license was procured.**

**9.2 Termination and Non-renewal, Rights and Obligations.** During the Initial Term of this Agreement, or any Renewal Term, the Customer may, on thirty (3) calendar days written notice to the Contractor, terminate this Agreement for its convenience in accordance with paragraph b of the provision entitled "Period of Term Licenses (SIN 132-32) and Maintenance (SIN 132-34)," and paragraph (l), "Termination for the Ordering Activity's Convenience," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract; provided however, that, notwithstanding any provision to the contrary in such paragraph (i), the Government shall be obligated to pay the entire Software License fee for the Fiscal Year during which this Agreement was terminated, plus the fees for services that have been performed by 3M prior to the date of termination. During the Initial Term of this Agreement, or any Renewal Term, the Customer may terminate this Agreement for cause in accordance with paragraph (m), "Termination for Cause," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract. Upon any termination (for convenience or cause) or non-renewal of this Agreement, Customer's license to access and use the Software pursuant to Sections 2.4 and 2.5 are and shall be automatically and immediately revoked, and Customer shall (i) cease all further use of the Software and, at 3M's option, either return all copies of the Software and Documents to 3M at Customer's expense or destroy all copies of the Software and Documents. Customer shall certify to 3M in writing that all copies have been returned or destroyed; (ii) pay all charges and fees outstanding (and no refund shall be due Customer for any charges or fees paid, except in the event that Customer has rightfully terminated the Agreement for cause due to a breach by 3M, in which event Customer's sole remedy and 3M's sole obligation under this Agreement and 3M's GSA Multiple Award Schedule contract, including without limitation FAR 52.212-4(m), "Termination for Cause," shall be a refund to Customer of a pro-rated portion of the current year's pre-paid Software license fees, if any); (iii) return to 3M any security devices which 3M loaned to Customer. Sections 2.1, 4, 5, 7 and 10 shall survive any termination of this Agreement.

**9.3. Fiscal Non-Appropriation of Funds.** Notwithstanding any other term contained herein, Customer shall have the right in the event that funds are not appropriated in any fiscal year during the term of this Agreement, to terminate this Agreement without charge, effective as of the last day of the fiscal year for which appropriation was made, providing that Customer (i) pay all charges incurred to the end of the current fiscal period, and (ii) provides sixty (60) day written notice to 3M of non-appropriation of funds. It is understood that Customer is required by law to request this non-appropriation of funds termination provision. Customer hereby agrees to seek funding for each fiscal year.



## 10.0 GENERAL PROVISIONS

**10.1 Effect of Agreement.** Customer acknowledges that it has not been induced to enter into this Agreement by any representation or statement, oral or written, not contained in this Agreement.

**10.2 Amendments, Modifications.** In accordance with paragraph (c), “Changes,” in FAR 52.212-4, “Contract Terms and Conditions – Commercial Items,” in 3M’s Multiple Award Schedule contract, changes in the terms and conditions of this Agreement may be made only by written agreement of the parties. In connection with this Agreement, 3M may from time to time accept receipt of one or more Delivery Orders or purchase orders from Customer, may acknowledge such receipt by returning one or more acknowledgment copies, and may issue invoices against any such Delivery Order. Any such act by 3M is for Customer’s convenience only. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of any Delivery Order, or other document submitted by Customer at any time in connection with this Agreement. All such conflicting terms and conditions are specifically rejected to the extent of the conflict.

**10.3 Interpretation, Priority.** The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict between a provision of this Agreement, any Schedule or Exhibit thereto, a Document, or 3M’s GSA Multiple Award Schedule (MAS) contract, such conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): FAR 52.212-4(s), “Order of Precedence,” in 3M’s GSA Multiple Award Schedule contract, this Agreement, the Schedules to this Agreement, the Exhibits to this Agreement, and the Documents (as defined in Section 1.3 hereof) of this Agreement.

**10.4 Assignment.** This Agreement is binding on successors and assigns of the parties. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by Customer without 3M’s prior written consent, and any attempt to do so shall be void. If Customer is a U.S. Government agency, assignment of this Agreement by 3M shall be subject to the applicable requirements in FAR Subpart 42.12, “Novation and Change of Name Agreements.”

**10.5 Excusable Delays.** 3M shall not be responsible for failure to comply with this Agreement due to an excusable delay within the meaning of paragraph (f), “Excusable Delays,” in FAR 52.212-4, “Contract Terms and Conditions – Commercial Items,” in 3M’s GSA Multiple Award Schedule contract.

**10.6 Announcements.** 3M, with Customer’s prior written approval, may issue announcements concerning this Agreement to the trade press and recognized industry consultants.

**10.7 Notices.** Each party shall appoint a representative from its organization authorized to receive notices hereunder, who shall be identified on the face of this Agreement. All notices required to be given shall be given in writing by personal delivery, by certified or registered mail or by overnight carrier to the other party’s appointed representative at the address listed on the face of this Agreement. Such notices shall be effective upon receipt by the appointed representative. Any change of address or representative shall be promptly communicated in writing to the other party.

**10.8 Severability, Enforcement.** Any provision of this Agreement, which is held to be void, invalid, unenforceable or illegal by a court or board of contract appeals, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision.

**10.9 Governing Law.**

**10.9.1 (Applicable if Customer is a U.S. Government agency.).** This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by Federal law.

**10.9.2 (Applicable if Customer is not a U.S. Government agency.)** This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by the laws of the State of Utah without giving effect to the conflict of laws doctrine of any state, except that any provision in 3M's GSA Multiple Award Schedule contract or this Agreement that is (i) incorporated in full text or by reference from the FAR, or (ii) incorporated in full text or by reference from any Federal agency regulation that implements or supplements the FAR shall be construed and interpreted according to the Federal common law of Government contracts, as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the Government..

**10.10 Dispute Resolution.**

**10.10.1 (Applicable if Customer is a U.S. Government agency.)** In the event of a dispute between the parties arising under or related to this Agreement, paragraph (d), "Disputes," in FAR 52.212-4, "Contract Terms and Conditions – Commercial Items," in 3M's GSA Multiple Award Schedule contract shall apply. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613).

**10.10.2 (Applicable if the Customer is not a U.S. Government agency.)** The parties shall attempt in good faith to resolve any controversy, claim or dispute (cumulatively "Dispute") arising from or relating to this Agreement by negotiations between representatives of the parties. In the event of litigation both parties hereby waive any right of trial by jury. Any cause of action arising from, or out of, the creation, performance or non-performance or termination of this Agreement, based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory regardless of the form of such action must be commenced within one (1) year after (i) the date on which the breach occurs, or (ii) the date on which the non-breaching party obtains knowledge of the facts giving rise to such cause of action, whichever occurs later. The procedures herein are exclusive and shall be fully exhausted prior to the initiation of litigation; provided, however, that nothing herein shall preclude a party from taking any action necessary to preclude imminent and irreparable harm.

**10.11 No Third Party Beneficiaries.** The parties expressly acknowledge and agree that no third party is intended to be a beneficiary of any provision of this Agreement

**10.12 Insurance.** During the term of this Agreement 3M shall maintain such policies of insurance coverage appropriate to the performance of its obligations under this Agreement.

**10.13 Exclusion from Participation.** 3M hereby represents and warrants to Customer, to the best of its knowledge, that 3M Health Information Systems nor any of its officers, directors, or employees (collectively, the “3M Parties” and individually a “3M Party”) is excluded from participation in any applicable Federal or State health benefits program (including, without limitation, Medicare, Medicaid, Tricare, and the VA programs). 3M shall promptly notify Customer in writing if any 3M Party is excluded from program participation. Notwithstanding any other provision of this Agreement, Customer shall have the right to terminate, without liability, this Agreement upon exclusion of any 3M Party from any such program.

**10.14 Compliance with Laws.** Each party shall comply, at its own cost and expense, with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement. In the event that one party believes that the other may not be in compliance with one of the foregoing, it shall so notify the other party, which will promptly look into the matter and take any measures necessary to remedy any such non-compliance.

**10.15 Exhibits.** The following Exhibits shall be incorporated herein.

- Exhibit A Authorized Sites
- Exhibit B Software Schedule
- Exhibit C Business Associate Addendum
- Exhibit D Third Party Content Terms and Conditions Parts I & II
- Exhibit E 3M Software Access and Confidentiality Agreement

**10.16 3M’s GSA Multiple Award Schedule Contract.** This Agreement is subject to the terms and conditions in 3M’s GSA Multiple Award Schedule contract, which is hereby incorporated by reference and made a part hereof, but with the following clauses therein hereby deleted in their entirety: (a) “Conversion from Term License to Perpetual License”; (b) “Term License Cessation”; and (c) “Software Conversions.” Clause 9 "Utilization Limitations" of 3M's GSA Multiple Award Schedule contract shall apply subject to revisions set forth in Attachment I entitled "Special Provision Regarding FAR 227-14, Right in Data-General, and the Terms and Conditions Applicable to Term Software Licenses (SIN 132-32), Perpetual Software Licenses (SIN 132-33), and Maintenance (SIN 132-34)."

EXHIBIT A

AUTHORIZED SITES

Site Name		Site Contact	Site Type	3M Site ID
Site Address		Site Contact Phone		
City, ST	Postal Code			

EXHIBIT B

SOFTWARE AND OR SERVICES FEE SCHEDULE

<div>S/O</div> <div>ITEM</div>	<div>CPU</div> <div>ACTION</div>	SKU	ITEM DESCRIPTION	<div>FIRST YEAR</div> <div>LICENSE FEES</div>
				<div>Services</div> <div>Fees See</div> <div>Scope of</div> <div>Work</div>

**EXHIBIT C****BUSINESS ASSOCIATE ADDENDUM****1. Parties:**

Customer Name>  
(Software License Agreement # \_\_\_\_\_)  
<Customer Address>  
<City>, <State> <Zip>  
("Covered Entity")

3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M")  
575 West Murray Boulevard  
Murray, UT 84123-4611  
("Business Associate")

**2. Purpose:**

Business Associate may provide certain services as set forth in the Software License Agreement ("Agreement") to Covered Entity which may require the provision by Covered Entity of Protected Health Information ("PHI") and/or Electronic Protected Health Information ("EPHI") to Business Associate. As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Information Insurance Portability and Accountability Act of 1996 ("HIPAA").

Business Associate and Covered Entity intend to comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively) and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act"). Therefore, to the extent required by HIPAA, and the HITECH Act, and the regulations promulgated thereunder, Business Associate agrees to maintain the confidentiality of PHI and EPHI it receives from Covered Entity, if any.

**3. Definitions:**

Terms used in this Addendum shall have the same meaning as those terms in the Privacy and Security Regulations or the HITECH Act.

The terms Protected Health Information or PHI and Electronic Protected Health Information or EPHI when used in this Addendum shall have a meaning as defined by the Privacy and Security Regulations or the HITECH Act but for the purposes of this Addendum shall be limited to PHI and/or EPHI received from, or created or received by Business Associate on behalf of, Covered Entity. Wherever the term PHI is used in a provision in this Addendum, it shall mean, include and be applicable to EPHI. Wherever the term EPHI is used, it shall mean and be applicable to EPHI only.

**4. Obligations and Activities of Business Associate:** Business Associate agrees, that with respect to PHI, it will:

- a. not use or further disclose PHI other than as permitted or required by this Addendum or as Required By Law;
- b. use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Addendum. Without limiting the generality of the foregoing, Business Associate will:
  - (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;

- (ii) Ensure that any agent, including a subcontractor, to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect it; and
- (iii) Report to the Covered Entity any Security Incident related to an information system containing PHI of which it becomes aware;
- c. report to Covered Entity any discovery of a breach of unsecured PHI, without unreasonable delay, or any use or disclosure of the PHI not provided for in this Addendum of which it becomes aware;
- d. to the extent Business Associate maintains or otherwise holds, uses or discloses Unsecured PHI, as defined under the HITECH Act, or guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), without unreasonable delay, notify Covered Entity of any Breach (as defined under the HITECH Act) of Unsecured PHI of which Business Associate becomes aware. Such report shall include at least, to the extent known, the identity of each individual whose information was, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach,
- e. ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same PHI restrictions and conditions that apply to Business Associate through this Addendum with respect to such PHI;
- f. make available PHI maintained by Business Associate or its agents in accordance with this Addendum to Covered Entity upon reasonable notice and in accordance with applicable law in order to meet the requirements of 45 CFR §164.524;
- g. to the extent Business Associate maintains PHI in a Designated Record Set, incorporate any amendments or corrections to such PHI in accordance with applicable law and to the extent applicable to this Addendum that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity; Any such amendment or correction made to PHI in a Designated Record Set at the direction of the Covered Entity shall be the responsibility of the Covered Entity.
- h. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or Section 13401(c)(3) of the HITECH Act;
- i. make available to Covered Entity the information collected in accordance with Section 4(h) of this Addendum as is in the possession of Business Associate to satisfy the applicable requirements for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or Section 13401(c)(3) of the HITECH Act;
- j. make internal practices, books, and records, relating to the use and disclosure of PHI received from Covered Entity, available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with applicable law; and
- k. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

#### 5. Permitted Uses and Disclosures by Business Associate:

- a. Business Associate acknowledges that it may have statutory duties under the HITECH Act and Business Associate will comply with all applicable duties under the HITECH Act. Effective February 17, 2010, Business Associate will comply with all applicable provisions of 45 CFR §§164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Standards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 CFR §164.312 ("Technical Safeguards"), Business Associate shall consider applicable guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- b. Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI:
  - (i) on behalf of, or to provide services to, Covered Entity, as provided for in the Agreement and in accordance with the Privacy Rule; Business Associate shall request, use and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure;
  - (ii) for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that, In the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that it will remain confidential, be used or further disclosed only as required by law or for the purpose for which it was disclosed, and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached ;



- (iii) to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and
- (iv) to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

c. As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive remuneration in exchange for PHI unless permitted by the HITECH Act or regulations issued by the Secretary, except that any remuneration received by Business Associate for activities involving the exchange of PHI that the Business Associate undertakes on behalf of Covered Entity under the Agreement shall not be a violation of this Section.

**6. Obligations of Covered Entity:** Covered Entity shall:

- a. not transmit or otherwise deliver to Business Associate Unsecured PHI. Any Secured PHI, as defined under the HITECH Act and guidance issued by the Secretary, transmitted or otherwise delivered by Covered Entity to Business Associate shall be secured consistent with a technology standard that is developed, designated, or endorsed in guidance issued by the Secretary
- b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
- d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**7. Term and Termination**

a. Term. The Term of this Addendum begins on the Effective Date (above), and ends when the Agreement between Covered Entity and Business Associate has terminated or all PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, whichever is later.

b. Termination for Cause. If Business Associate breaches a material term of this Addendum, Covered Entity has the right, but not the obligation to either:

- (i) Provide an opportunity for the Business Associate to cure the breach or end the violation;
- (ii) Immediately terminate the underlying Agreement(s) between Covered Entity and Business Associate; however, all rights and obligations arising prior to such termination shall remain in effect. All other Agreements between Covered Entity and 3M Company shall remain in effect in accordance with their terms; or
- (iii) Report the violation to the Secretary in accordance with applicable law only in cases where neither termination nor cure are feasible.

c. Effect of Termination.

- (i) Except as provided in paragraph (ii) of this section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this Addendum.
- (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the security protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Miscellaneous

- a. Third Party Beneficiaries: Nothing expressed or implied in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.
- b. Regulatory References. A reference in this Addendum to a section in the Privacy Rule or the Security Regulations means the section as in effect or as amended.
- c. This Addendum supersedes and replaces any other agreement terms with 3M Health Information Systems with respect to the terms and obligations relating to HIPAA and PHI.
- d. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- e. Survival. The respective rights and obligations of Business Associate under Section 7.c of this Addendum shall survive the termination of this Addendum.
- f. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy and Security Regulations.

ACCEPTED AND AGREED TO:

3M COMPANY

,Customer Name>

By\_\_\_\_\_

By\_\_\_\_\_

Its Pricing and Contracting Director

Its\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date\_\_\_\_\_

**EXHIBIT D**  
**THIRD PARTY CONTENT TERMS AND CONDITIONS**

## Part I

**AMA TERMS AND CONDITIONS**

The following terms and conditions apply to Customer's use of 3M Software and Content containing *Current Procedural Terminology* and/or material published in *CPT® Assistant* (collectively referred to herein as "AMA Editorial Content") in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit D, with respect to Customer's use of the AMA Editorial Content, the terms and conditions of this Exhibit D shall control.

1. **Grant of Rights Restrictions.** Customer has a nontransferable, nonexclusive license to use the AMA Editorial Content contained within the 3M Software and Content solely for its internal purposes within the United States. Customer is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Customer's access to updated AMA Editorial Content depends upon a continuing contractual relationship between 3M and the AMA. Customer shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit D. Any printing or downloading of *CPT® Assistant* from the 3M Software and/or Content must be solely for Customer's internal use, without any modification to the content, and in such a way that all references to the AMA are included.
2. **Notices.** CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply: U.S. Government Rights. This product includes CPT and/or CPT Assistant which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (February 2014) and/or subject to the restrictions of DFARS Subpart 227.7202-1(a) (June 1995) and DFARS Subpart 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (May 2014) and/or subject to the restricted rights provisions of FAR 52.227-14 (May 2014) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.
3. **Backup Rights.** Customer may make backup copies of the 3M Software and/or Content containing AMA Editorial Content for backup or archival purposes only provided that all notices of proprietary rights, including trademark and copyright notices, appear on all backup or archival copies made.
4. **Warranty Disclaimer.** TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES (EXPRESS AND IMPLIED) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING ARE DISCLAIMED WITH RESPECT TO THE AMA EDITORIAL CONTENT. CUSTOMER'S USE OF THE AMA EDITORIAL CONTENT AS CONTAINED IN THE 3M SOFTWARE AND/OR CONTENT IS "AS IS" WITHOUT ANY LIABILITY TO 3M OR THE AMA INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT THE AMA EDITORIAL CONTENT WILL MEET CUSTOMER'S REQUIREMENTS. THE SOLE RESPONSIBILITY OF THE AMA IS TO MAKE AVAILABLE TO 3M REPLACEMENT COPIES OF THE AMA EDITORIAL CONTENT IF THE DATA IS NOT INTACT. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE AMA EDITORIAL CONTENT.

## **EXHIBIT D**

### **Part II**

#### **HEALTH FORUM TERMS AND CONDITIONS**

To the extent Client has licensed 3M Software which contains AHA Coding Clinic™ for ICD-9-CM, ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and/or AHA Coding Clinic™ for HCPCS, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the Agreement. In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-2, with respect to Client's use of such Software, the terms and conditions of this Exhibit B-2 shall control.

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EXHIBIT E

3M SOFTWARE ACCESS AND CONFIDENTIALITY AGREEMENT

[Provided for reference purposes only.  
See section 1.3 of the Software License Agreement for Payers]

THIS SOFTWARE ACCESS AND CONFIDENTIALITY AGREEMENT is entered into as of the (day) day of (Month/Year) ("Effective Date") by and between «Company» having a place of business at «Address», «City», «STATE» «Zip» ("Customer"), «Consultant» having a place of business at «Address2», «City2», «STATE2» «Zip2» ("Consultant"), and 3M COMPANY, together with its subsidiaries and affiliates (collectively referred to herein as "3M"), a Delaware corporation, having a place of business at 575 West Murray Blvd., Murray, UT 84123-4611;

WHEREAS, 3M owns certain software products and accompanying documentation (hereafter referred to as "Software") more specifically described in that certain software license agreement dated «SLADate» between 3M and Customer (the "Software License Agreement"); and

WHEREAS, Customer and Consultant have entered into an agreement ("Consulting Agreement") under which Consultant will provide consulting and other services to Customer ("Services") requiring Consultant to have access to the Software; and

WHEREAS, the parties desire that Consultant undertake appropriate contractual commitments to assure that the Software will be used only in accordance with and subject to the terms and conditions of the License Agreement as modified by this Agreement;

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. **TERMINATION AND TERMINATION.** This Agreement shall become effective upon the Effective Date and shall terminate immediately upon the termination of the Software License Agreement, the Consulting Agreement, or the provision of Services by Consultant, whichever occurs first. Customer or Consultant shall immediately notify 3M of any termination of the Consulting Agreement, or the provision of Services. Upon any termination of this Agreement resulting from a termination of the Software License Agreement, Customer shall cease all further Access of the Software and return all copies of the Software and Associated Documents to 3M within ten (10) days of such termination. Upon any termination of this Agreement resulting from a termination of the Consulting Agreement, or the provision of Services, Consultant shall cease all further Access of the Software and return all copies of the Software and Associated Documents to Customer within ten (10) days of such termination.

2. **PURPOSE.** Consultant acknowledges that the Software and Documents described herein are 3M Confidential Information. Consultant shall use the 3M Confidential Information for the sole purpose as described in Section 3.1 and 3.2 of this Agreement and in strict accordance with the terms and conditions of the Software License Agreement. Consultant shall not make any other use of the 3M Confidential Information, including the Software and Documents, without 3M's prior written permission.

3. **ACCESS**

3.1 **Transfer.** Unless otherwise set forth below, upon the Effective Date of this Agreement, 3M grants to Consultant the right to use, execute and display (collectively "Access") the Software licensed and identified in the Software License Agreement, including any amendment thereto. To facilitate Consultant's Access to such Software, the Software may be physically located at the physical location which the Customer has identified in the Software License Agreement, or to such other location within the boundaries of the United States following prior written approval by 3M at least thirty (30) days in advance of the proposed date of transfer. Customer and/or Consultant shall provide and be responsible for maintaining all equipment which is necessary for Consultant to Access the Software as contemplated hereunder. Customer and Consultant shall bear all costs and expenses of: (i) transferring and installing the Software, and (ii) training Consultant personnel in the operation of the Software. 3M shall provide any additional training assistance to both Customer and Consultant at its then-current hourly rate.

3.2 **Consultant Access.** Consultant acknowledges that: (i) neither legal nor equitable title to the Software passes to Consultant under the terms of this Agreement, and (ii) it will Access the Software in strict accordance with, and be bound by and subject to, the terms and conditions of the Software License Agreement applicable to Customer (which Software License Agreement is incorporated herein by reference) including, but not limited to, restrictions on the use of the Software solely and exclusively on Customer's behalf, and confidentiality. Consultant shall limit Access to the Software to only those Consultant employees who need such Access for purposes of fulfilling Consultant obligations under the Consulting Agreement. Consultant shall inform its employees who have access to the Software of their obligations under this Agreement.

**3.3 SPECIFIC PROHIBITIONS.** Except for the limited right to Access set forth in Section 3.1 and 3.2 above, no other right or license is granted to Consultant hereunder with respect to the 3M Software and 3M reserves all other rights to itself. Without limiting the foregoing reservation of rights, and for purposes of clarity only, Customer and/or Consultant are specifically prohibited from directly or indirectly making or doing any of the following acts with respect to the 3M Software: (i) making additional copies of the 3M Software, (ii) using the 3M Software to process data or information for the benefit of any person or entity other than Customer, (iii) making any modification to the 3M Software, (iv) making or creating any derivative work based upon the 3M Software, including any translations of the 3M Software from English to a foreign language, (v) using the clinical logic contained or embodied in the 3M Software for any purpose including, but not limited to, the creation or modification of any product or service (for purposes of this prohibition, clinical logic means the specifications that define diagnosis and procedure codes (including the interrelationships between such codes), lists, logic trees, abbreviations, algorithms and other material for implementing 3M's proprietary Software, all of which is proprietary to 3M), or (vi) decompiling, disassembling or reverse-engineering the 3M Software..

#### 4. GENERAL

Customer, 3M and Consultant agree and affirm that the terms of the Software License Agreement shall remain in full force and effect, unless or until the Software License Agreement expires or is terminated in accordance with the terms and conditions of the Software License Agreement. In the event of a conflict between this Agreement and the Software License Agreement, this Agreement shall prevail.

#### 5. NOTICES

Unless otherwise designated in writing, all notices, consents, approval and the like required to be given hereunder shall be given in writing by personal delivery or by certified or registered mail to CUSTOMER and/or CONSULTANT at the address set forth above, and to 3M COMPANY at **575 West Murray Blvd., Murray, UT 84123-4611**, Attention: Pricing and Contracting Director, or at such other address as 3M may designate. Notice shall be deemed given upon such delivery or when so mailed, respectively.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives as of the date first written above.

«COMPANY»

3M COMPANY

BY X

BY

NAME X

NAME

TITLE X

TITLE

DATE X

DATE

«CONSULTANT»

BY X

NAME X

TITLE X

DATE X

#### **Additional Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)**

##### **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

##### **2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

##### **3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

##### **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.



#### **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **6. INSPECTION OF SERVICES**

**In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.**

#### **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

#### **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

#### **9. INDEPENDENT CONTRACTOR**

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

#### **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

##### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

#### **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

#### **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

#### **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

#### **16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

See GSA DESCRIPTIONS, AWARDED LABOR CATAGORIES AND AWARDED GSA PRICE IN SECTION 3

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
ADDGRP	Grouper Integration	Software Install & Train one time fee	Add-on	(b) (4)
ADDGRP	Grouper Integration	Software Install & Train one time fee	Concurrent	
AEFLUP I&T	Audit Expert Follow Up Visit I&T	Software Install & Train one time fee	N/A	
APC	APCfinder Software	1 year Software License	OP<0000000	
APC	APCfinder Software	1 year Software License	OP<0001999	
APC	APCfinder Software	1 year Software License	OP<0004099	
APC	APCfinder Software	1 year Software License	OP<0006399	
APC	APCfinder Software	1 year Software License	OP<0008999	
APC	APCfinder Software	1 year Software License	OP<0011999	
APC	APCfinder Software	1 year Software License	OP<0015499	
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APC	APCfinder Software	1 year Software License	OP<2881999	
APC	APCfinder Software	1 year Software License	OP<3037999	
APC I&T	APCfinder Software I&T	Software Install & Train one time fee	Concurrent	
APC I&T	APCfinder Software I&T	Software Install & Train one time fee	Phone	
APC I&T	APCfinder Software I&T	Software Install & Train one time fee	UsrOns<008	
APC I&T	APCfinder Software I&T	Software Install & Train one time fee	UsrOns<016	
APC I&T	APCfinder Software I&T	Software Install & Train one time fee	UsrOns<024	
APC I&T	APCfinder Software I&T	Software Install & Train one time fee	UsrOns<032	

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PARTNO (SKU)	PRODUCTNAME	PRODUCTDESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'TNET PRICE (includes IFF)
APDRGCAS	Advanced Analyzer	1 year Software License	IP<000000	(b) (4)
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0000499	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0000999	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0001499	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0001999	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0002749	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0003499	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0004249	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0004999	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0005749	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0006749	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0007749	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0008749	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0009749	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0010749	
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APDRGCAS	Advanced Analyzer	1 year Software License	IP<0098999	
APDRGCAS	Advanced Analyzer	1 year Software License	IP<0102249	
APDRGCAS I&T	Advanced Analyzer I&T	Software Install & Train one time fee	Concurrent	
APDRGCAS I&T	Advanced Analyzer I&T	Software Install & Train one time fee	Phone	
APDRGCAS I&T	Advanced Analyzer I&T	Software Install & Train one time fee	UsrOns<008	
APDRGCAS I&T	Advanced Analyzer I&T	Software Install & Train one time fee	UsrOns<016	
APDRGCAS I&T	Advanced Analyzer I&T	Software Install & Train one time fee	UsrOns<024	
APDRGCAS I&T	Advanced Analyzer I&T	Software Install & Train one time fee	UsrOns<032	

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOVT NET PRICE (includes IFF)
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0000000	(b) (4)
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0000499	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0000999	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0001499	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0001999	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0002749	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0003499	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0004249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0004999	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0005749	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0006749	
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AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0013249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0014499	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0015749	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0016999	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0018499	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0019999	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0021499	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0022999	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0024499	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0026249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0027999	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0029749	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0031499	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0033249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0035249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0037249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0039249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0041249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0043249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0045499	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0047749	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0049999	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0052249	
AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0054499	
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AUDEXPHRM	HRM Audit Expert Software	1 year Software License	IP<0102249	
AUDEXPHRM I&T	HRM Audit Expert Software I&T	Software Install & Train one time fee	UsrAdd<008	
AUDEXPHRM I&T	HRM Audit Expert Software I&T	Software Install & Train one time fee	UsrAdd<016	
AUDEXPHRM I&T	HRM Audit Expert Software I&T	Software Install & Train one time fee	UsrAdd<032	
AUDEXPHRM I&T	HRM Audit Expert Software I&T	Software Install & Train one time fee	UsrCon<008	
AUDEXPHRM I&T	HRM Audit Expert Software I&T	Software Install & Train one time fee	UsrCon<016	
AUDEXPHRM I&T	HRM Audit Expert Software I&T	Software Install & Train one time fee	UsrCon<032	
AUDEXPHRM I&T	HRM Audit Expert Software I&T	Software Install & Train one time fee	Follow up	
C&RS I&T	Coding, Classification and Reimbursement System I&T	Software Install & Train one time fee	UsrOns<008	
C&RS I&T	Coding, Classification and Reimbursement System I&T	Software Install & Train one time fee	UsrOns<016	
C&RS I&T	Coding, Classification and Reimbursement System I&T	Software Install & Train one time fee	UsrOns<024	
C&RS I&T	Coding, Classification and Reimbursement System I&T	Software Install & Train one time fee	UsrOns<032	
C&RS I&T	Coding, Classification and Reimbursement System I&T	Software Install & Train one time fee	1 day onsite	
CGS I&T	Core Grouping Software I&T	Software Install & Train one time fee	Concurrent	
CGS I&T	Core Grouping Software I&T	Software Install & Train one time fee	Phone	
CGS I&T	Core Grouping Software I&T	Software Install & Train one time fee	UsrOns<008	
CGS I&T	Core Grouping Software I&T	Software Install & Train one time fee	UsrOns<016	
CGS I&T	Core Grouping Software I&T	Software Install & Train one time fee	UsrOns<024	

# Special Item Number 132-32

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# Special Item Number 132-32

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## Special Item Number 132-32

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## Special Item Number 132-32

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## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
CGS-CMS	Core Grouping Software - CMS Grouper Software CI	1 year Software License	IP<0000000	(b) (4)
CGS-CMS	Core Grouping Software - CMS Grouper Software CI	1 year Software License	IP<0000499	
CGS-CMS	Core Grouping Software - CMS Grouper Software CI	1 year Software License	IP<0000999	
CGS-CMS	Core Grouping Software - CMS Grouper Software CI	1 year Software License	IP<0001499	
CGS-CMS	Core Grouping Software - CMS Grouper Software CI	1 year Software License	IP<0001999	
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CGS-CMS	Core Grouping Software - CMS Grouper Software CI	1 year Software License	IP<0102249	

## Special Item Number 132-32

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# Special Item Number 132-32

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## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
CMSP	Care Management System Plus	1 year Software License	IP<0000000	(b) (4)
CMSP	Care Management System Plus	1 year Software License	IP<0000499	
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CMSP	Care Management System Plus	1 year Software License	IP<0021499	
CMSP	Care Management System Plus	1 year Software License	IP<0022999	
CMSP	Care Management System Plus	1 year Software License	IP<0024499	
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CMSP	Care Management System Plus	1 year Software License	IP<0092749	
CMSP	Care Management System Plus	1 year Software License	IP<0095749	
CMSP	Care Management System Plus	1 year Software License	IP<0098999	
CMSP	Care Management System Plus	1 year Software License	IP<0102249	
CMSP I&T	Care Management Software I&T	Software Install & Train one time fee	UsrReg<008	
CMSP I&T	Care Management Software I&T	Software Install & Train one time fee	UsrReg<016	
CMSP I&T	Care Management Software I&T	Software Install & Train one time fee	UsrReg<032	
CMSP I&T	Care Management Software I&T	Software Install & Train one time fee	UsrReg<064	
CMSP I&T	Care Management Software I&T	Software Install & Train one time fee	Concurrent	
CMSP I&T	Care Management Software I&T	Software Install & Train one time fee	wHRM Site	

# Special Item Number 132-32

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## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
CODEF	Codefinder Software	1 year Software License	IP<0000000	(b) (4)
CODEF	Codefinder Software	1 year Software License	IP<0000499	
CODEF	Codefinder Software	1 year Software License	IP<0000999	
CODEF	Codefinder Software	1 year Software License	IP<0001499	
CODEF	Codefinder Software	1 year Software License	IP<0001999	
CODEF	Codefinder Software	1 year Software License	IP<0002749	
CODEF	Codefinder Software	1 year Software License	IP<0003499	
CODEF	Codefinder Software	1 year Software License	IP<0004249	
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CODEF	Codefinder Software	1 year Software License	IP<0095749	
CODEF	Codefinder Software	1 year Software License	IP<0098999	
CODEF	Codefinder Software	1 year Software License	IP<0102249	

# Special Item Number 132-32

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## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
CODREF	Coding Reference Software	1 year Software License	IP<0000000	(b) (4)
CODREF	Coding Reference Software	1 year Software License	IP<0000499	
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CODREF I&T	Coding Reference Software I&T	Software Install & Train one time fee	Concurrent	
CODREF I&T	Coding Reference Software I&T	Software Install & Train one time fee	Phone	
CODREF I&T	Coding Reference Software I&T	Software Install & Train one time fee	UsrOns<008	
CODREF I&T	Coding Reference Software I&T	Software Install & Train one time fee	UsrOns<016	
CODREF I&T	Coding Reference Software I&T	Software Install & Train one time fee	UsrOns<024	
CODREF I&T	Coding Reference Software I&T	Software Install & Train one time fee	UsrOns<032	
CODREF-PCRS-NODES	Coding Reference Software w PCRS Nodes	1 year Software License	Single PC	
CODREF-PCRS-NODES	Coding Reference Software w PCRS Nodes	1 year Software License	2-4 Nodes	
CODREF-PCRS-NODES	Coding Reference Software w PCRS Nodes	1 year Software License	5-8 Nodes	
CODREF-PCRS-NODES	Coding Reference Software w PCRS Nodes	1 year Software License	9-16 Nodes	
CODREF-PCRS-NODES	Coding Reference Software w PCRS Nodes	1 year Software License	17-32 Nodes	
CODREF-PCRS-NODES	Coding Reference Software w PCRS Nodes	1 year Software License	33-64 Nodes	

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCTNAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0000000	(b) (4)
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0000499	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0000999	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0001499	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0001999	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0002749	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0003499	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0004249	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0004999	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0005749	
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CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0011999	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0013249	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0014499	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0015749	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0016999	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0018499	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0019999	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0021499	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0022999	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0024499	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0026249	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0027999	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0029749	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0031499	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0033249	
CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0035249	
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CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0039249	
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CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0080749	
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CODREFPL	Coding Reference Plus Software	1 year Software License	IP<0102249	
CODREFPL I&T	Coding Reference Plus Software I&T	Software Install & Train one time fee	Concurrent	
CODREFPL I&T	Coding Reference Plus Software I&T	Software Install & Train one time fee	Phone	
CODREFPL I&T	Coding Reference Plus Software I&T	Software Install & Train one time fee	UsrOns<008	
CODREFPL I&T	Coding Reference Plus Software I&T	Software Install & Train one time fee	UsrOns<016	
CODREFPL I&T	Coding Reference Plus Software I&T	Software Install & Train one time fee	UsrOns<024	
CODREFPL I&T	Coding Reference Plus Software I&T	Software Install & Train one time fee	UsrOns<032	
CODREFPL-PCRS-NODES	Coding Reference Software Plus w PCRS Nodes	1 year Software License	Single PC	
CODREFPL-PCRS-NODES	Coding Reference Software Plus w PCRS Nodes	1 year Software License	2-4 Nodes	
CODREFPL-PCRS-NODES	Coding Reference Software Plus w PCRS Nodes	1 year Software License	5-8 Nodes	
CODREFPL-PCRS-NODES	Coding Reference Software Plus w PCRS Nodes	1 year Software License	9-16 Nodes	
CODREFPL-PCRS-NODES	Coding Reference Software Plus w PCRS Nodes	1 year Software License	17-32 Nodes	
CODREFPL-PCRS-NODES	Coding Reference Software Plus w PCRS Nodes	1 year Software License	33-64 Nodes	

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
CONNSFT	Connections Software	1 year Software License	I/F<002499	(b) (4)
CONNSFT	Connections Software	1 year Software License	I/F<014999	
CONNSFT	Connections Software	1 year Software License	I/F>015000	
CONNSFT I&T	Connections Software I&T	Software Install & Train one time fee	Concurrent	
CONNSFT I&T	Connections Software I&T	Software Install & Train one time fee	Phone	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0000000	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0000499	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0000999	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0001499	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0001999	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0002749	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0003499	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0004249	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0004999	
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CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0011999	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0013249	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0014499	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0015749	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0016999	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0018499	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0019999	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0021499	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0022999	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0024499	
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CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0035249	
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CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0072499	
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CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0077999	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0080749	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0083749	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0086749	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0089749	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0092749	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0095749	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0098999	
CPTF	HCPCS/CPTfinder Software	1 year Software License	IP<0102249	



## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
CPTF I&T	CPTfinder Software I&T	Software Install & Train one time fee	Concurrent	(b) (4)
CPTF I&T	CPTfinder Software I&T	Software Install & Train one time fee	Phone	
CPTF I&T	CPTfinder Software I&T	Software Install & Train one time fee	UsrOns<008	
CPTF I&T	CPTfinder Software I&T	Software Install & Train one time fee	UsrOns<016	
CPTF I&T	CPTfinder Software I&T	Software Install & Train one time fee	UsrOns<024	
CPTF I&T	CPTfinder Software I&T	Software Install & Train one time fee	UsrOns<032	
CUST-A-I	Custom Automated Interface	1 year Software License	N/A	
CUST-A-I I&T	Custom Automated Interfaces I&T	Software Install & Train one time fee	N/A	
DRGF	DRGfinder Software	1 year Software License	IP<0000000	
DRGF	DRGfinder Software	1 year Software License	IP<0000499	
DRGF	DRGfinder Software	1 year Software License	IP<0000999	
DRGF	DRGfinder Software	1 year Software License	IP<0001499	
DRGF	DRGfinder Software	1 year Software License	IP<0001999	
DRGF	DRGfinder Software	1 year Software License	IP<0002749	
DRGF	DRGfinder Software	1 year Software License	IP<0003499	
DRGF	DRGfinder Software	1 year Software License	IP<0004249	
DRGF	DRGfinder Software	1 year Software License	IP<0004999	
DRGF	DRGfinder Software	1 year Software License	IP<0005749	
DRGF	DRGfinder Software	1 year Software License	IP<0006749	
DRGF	DRGfinder Software	1 year Software License	IP<0007749	
DRGF	DRGfinder Software	1 year Software License	IP<0008749	
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DRGF	DRGfinder Software	1 year Software License	IP<0011999	
DRGF	DRGfinder Software	1 year Software License	IP<0013249	
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DRGF	DRGfinder Software	1 year Software License	IP<0016999	
DRGF	DRGfinder Software	1 year Software License	IP<0018499	
DRGF	DRGfinder Software	1 year Software License	IP<0019999	
DRGF	DRGfinder Software	1 year Software License	IP<0021499	
DRGF	DRGfinder Software	1 year Software License	IP<0022999	
DRGF	DRGfinder Software	1 year Software License	IP<0024499	
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DRGF	DRGfinder Software	1 year Software License	IP<0029749	
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DRGF	DRGfinder Software	1 year Software License	IP<0083749	
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DRGF	DRGfinder Software	1 year Software License	IP<0092749	
DRGF	DRGfinder Software	1 year Software License	IP<0095749	
DRGF	DRGfinder Software	1 year Software License	IP<0098999	
DRGF	DRGfinder Software	1 year Software License	IP<0102249	
DRGF I&T	DRGfinder Software I&T	Software Install & Train one time fee	Concurrent	
DRGF I&T	DRGfinder Software I&T	Software Install & Train one time fee	Phone	
DRGF I&T	DRGfinder Software I&T	Software Install & Train one time fee	UsrOns<008	
DRGF I&T	DRGfinder Software I&T	Software Install & Train one time fee	UsrOns<016	
DRGF I&T	DRGfinder Software I&T	Software Install & Train one time fee	UsrOns<024	
DRGF I&T	DRGfinder Software I&T	Software Install & Train one time fee	UsrOns<032	

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
HDM-ADV-RC	HDM Advanced Reporter Class	Software Install & Train one time fee	N/A	(b) (4)
HDMDETRAIN	HDM Data Entry Training	Software Install & Train one time fee	Concurrent	
HDMDETRAIN	HDM Data Entry Training	Software Install & Train one time fee	UsrOns<016	
HDM-FL-RC	HDM Full Reporter Class	Software Install & Train one time fee	N/A	
HDM-GL	HDM On-Site Golive	Software Install & Train one time fee	N/A	
HDM-REF-RC	HDM Refresher Reporter Class	Software Install & Train one time fee	N/A	
HL7ADT-A-I	HL7 ADT Automated Interface	1 year Software License	N/A	
HL7ADT-A-I I&T	HL7 ADT Automated Interface I&T	Software Install & Train one time fee	N/A	
HL7ADT-B-I	HL7 ADT Batch Interface	1 year Software License	N/A	
HL7ADT-B-I I&T	HL7 ADT Batch Interface I&T	Software Install & Train one time fee	N/A	
HL7BIL-A-I	HL7 Billing Automated Interface	1 year Software License	N/A	
HL7BIL-A-I I&T	HL7 Billing Automated Interface I&T	Software Install & Train one time fee	N/A	
HL7BIL-B-I	HL7 Billing Batch Interface	1 year Software License	N/A	
HL7BIL-B-I I&T	HL7 Billing Batch Interface I&T	Software Install & Train one time fee	N/A	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0000000	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0000499	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0000999	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0001499	
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HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0002749	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0003499	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0004249	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0004999	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0005749	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0006749	
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HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0022999	
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HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0098999	
HRM PLUS	Health Record Management Software Plus	1 year Software License	IP<0102249	
HRM PLUS I&T	Health Record Management Software Plus I&T	Software Install & Train one time fee	UsrReg<008	
HRM PLUS I&T	Health Record Management Software Plus I&T	Software Install & Train one time fee	UsrReg<016	
HRM PLUS I&T	Health Record Management Software Plus I&T	Software Install & Train one time fee	UsrReg<032	
HRM PLUS I&T	Health Record Management Software Plus I&T	Software Install & Train one time fee	UsrReg<064	

## Section 2

## Special Item Number 132-32

**Annual Software License and associated Installation and Training fees**  
**GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).**

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0000000	(b) (4)
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0001999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0004099	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0006399	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0008999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0011999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0015499	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0019599	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0024399	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0029999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0036499	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0043999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0052599	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0062399	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0073499	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0085999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0099999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0115599	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0132899	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0151999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0172999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0195999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0221099	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0248399	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0277999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0309999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0344499	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0381599	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0421399	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0463999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0509499	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0557999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0609599	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0664399	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0722499	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0783999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0848999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0917599	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<0989899	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1065999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1145999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1229999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1318099	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1410399	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1506999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1607999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1713499	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1823599	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<1938399	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<2057999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<2182499	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<2311999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<2446599	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<2586399	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<2731499	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<2881999	
MNDARMS-2-AD	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	1 year Software License	OP<3037999	
MNDARMS-2-AD I&T	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	Software Install & Train one time fee	UsrReg<016	
MNDARMS-2-AD I&T	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	Software Install & Train one time fee	UsrReg<032	
MNDARMS-2-AD I&T	MND with ARMS (2 Dictionaries)-SARMSPKG-Assembly Detail	Software Install & Train one time fee	Concurrent	



## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0000000	(b) (4)
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0001999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0004099	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0006399	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0008999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0011999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0015499	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0019599	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0024399	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0029999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0036499	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0043999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0052599	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0062399	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0073499	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0085999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0099999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0115599	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0132899	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0151999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0172999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0195999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0221099	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0248399	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0277999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0309999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0344499	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0381599	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0421399	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0463999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0509499	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0557999	
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MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0722499	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0783999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0848999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0917599	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<0989899	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1065999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1145999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1229999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1318099	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1410399	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1506999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1607999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1713499	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1823599	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<1938399	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<2057999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<2182499	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<2311999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<2446599	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<2586399	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<2731499	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<2881999	
MNDARMS-AD	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	1 year Software License	OP<3037999	
MNDARMS-AD I&T	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	Software Install & Train one time fee	UsrReg<016	
MNDARMS-AD I&T	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	Software Install & Train one time fee	UsrReg<032	
MNDARMS-AD I&T	MND with ARMS (1 Dictionary)-SARMSPKG-Assembly Detail	Software Install & Train one time fee	Concurrent	
ONSTYSDES	On Site System Design	Software Install & Train one time fee	N/A	
PALTDIR	Permanent Alt Directory W/Separate Database	1 year Software License	N/A	
PALTDIR I&T	Permanent Alt Directory W/Separate Database I&T	Software Install & Train one time fee	N/A	

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
PCRS	Physician Coding And Reimbursement System	1 year Software License	NODES 1-15	(b) (4)
PCRS	Physician Coding And Reimbursement System	1 year Software License	NODES 16-30	
PCRS	Physician Coding And Reimbursement System	1 year Software License	NODES 31-40	
PCRS I&T	Physician Coding And Reimbursement System I&T	Software Install & Train one time fee	Concurrent	
PCRS I&T	Physician Coding And Reimbursement System I&T	Software Install & Train one time fee	UsrOns<008	
PCRS I&T	Physician Coding And Reimbursement System I&T	Software Install & Train one time fee	UsrOns<016	
PCRS I&T	Physician Coding And Reimbursement System I&T	Software Install & Train one time fee	UsrOns<024	
PCRS I&T	Physician Coding And Reimbursement System I&T	Software Install & Train one time fee	UsrOns<032	
PHONE INST I&T	Phone Install I&T	Software Install & Train one time fee	N/A	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0000000	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0000499	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0000999	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0001499	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0001999	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0002749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0003499	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0004249	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0004999	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0005749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0006749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0007749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0008749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0009749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0010749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0011999	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0013249	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0014499	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0015749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0016999	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0018499	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0019999	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0021499	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0022999	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0024499	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0026249	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0027999	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0029749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0031499	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0033249	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0035249	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0037249	
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QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0077999	
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QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0092749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0095749	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0098999	
QMS PLUS	Quality Management Software Plus	1 year Software License	IP<0102249	
QMSP I&T	Care Management Software I&T	Software Install & Train one time fee	UsrReg<008	
QMSP I&T	Care Management Software I&T	Software Install & Train one time fee	UsrReg<016	
QMSP I&T	Care Management Software I&T	Software Install & Train one time fee	UsrReg<032	
QMSP I&T	Care Management Software I&T	Software Install & Train one time fee	UsrReg<064	
QMSP I&T	Care Management Software I&T	Software Install & Train one time fee	Concurrent	
QMSP I&T	Care Management Software I&T	Software Install & Train one time fee	wHRM Site	

## Section 2

## Special Item Number 132-32

**Annual Software License and associated Installation and Training fees**  
**GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).**

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
RCS I&T	Reimbursement Calculation Software All Formulas I&T	Software Install & Train one time fee	Concurrent	(b) (4)
RCS I&T	Reimbursement Calculation Software All Formulas I&T	Software Install & Train one time fee	Phone	
RCS I&T	Reimbursement Calculation Software All Formulas I&T	Software Install & Train one time fee	UsrOns<008	
RCS I&T	Reimbursement Calculation Software All Formulas I&T	Software Install & Train one time fee	UsrOns<016	
RCS I&T	Reimbursement Calculation Software All Formulas I&T	Software Install & Train one time fee	UsrOns<024	
RCS I&T	Reimbursement Calculation Software All Formulas I&T	Software Install & Train one time fee	UsrOns<032	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0000000	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0000499	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0000999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0001499	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0001999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0002749	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0003499	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0004249	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0004999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0005749	
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RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0011999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0013249	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0014499	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0015749	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0016999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0018499	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0019999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0021499	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0022999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0024499	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0026249	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0027999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0029749	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0031499	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0033249	
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RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0064499	
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RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0077999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0080749	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0083749	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0086749	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0089749	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0092749	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0095749	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0098999	
RCS MEC	Reimbursement Calculation Software Medicare	1 year Software License	IP<0102249	

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0000000	(b) (4)
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0000499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0000999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0001499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0001999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0002749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0003499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0004249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0004999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0005749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0006749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0007749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0008749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0009749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0010749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0011999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0013249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0014499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0015749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0016999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0018499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0019999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0021499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0022999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0024499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0026249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0027999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0029749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0031499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0033249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0035249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0037249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0039249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0041249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0043249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0045499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0047749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0049999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0052249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0054499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0056999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0059499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0061999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0064499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0066999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0069749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0072499	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0075249	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0077999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0080749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0083749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0086749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0089749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0092749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0095749	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0098999	
S-APDRG	S-All Patient DRG Software	1 year Software License	IP<0102249	
S-APDRG I&T	S-All Patient DRG Software I&T	Software Install & Train one time fee	Concurrent	
S-APDRG I&T	S-All Patient DRG Software I&T	Software Install & Train one time fee	Phone	

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0000000	(b) (4)
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0000499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0000999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0001499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0001999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0002749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0003499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0004249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0004999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0005749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0006749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0007749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0008749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0009749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0010749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0011999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0013249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0014499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0015749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0016999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0018499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0019999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0021499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0022999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0024499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0026249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0027999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0029749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0031499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0033249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0035249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0037249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0039249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0041249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0043249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0045499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0047749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0049999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0052249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0054499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0056999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0059499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0061999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0064499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0066999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0069749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0072499	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0075249	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0077999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0080749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0083749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0086749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0089749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0092749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0095749	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0098999	
S-APR-DRG	S-All Patient Refined DRG Software	1 year Software License	IP<0102249	
S-APR-DRG I&T	S-All Patient Refined DRG Software I&T	Software Install & Train one time fee	Concurrent	
S-APR-DRG I&T	S-All Patient Refined DRG Software I&T	Software Install & Train one time fee	Phone	



## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
SMLHOSP I&T	Small Hospital Installation and Training (1 day training)	Software Install & Train one time fee	UsrOns<008	(b) (4)
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0000000	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0000499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0000999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0001499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0001999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0002749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0003499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0004249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0004999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0005749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0006749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0007749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0008749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0009749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0010749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0011999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0013249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0014499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0015749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0016999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0018499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0019999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0021499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0022999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0024499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0026249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0027999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0029749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0031499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0033249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0035249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0037249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0039249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0041249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0043249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0045499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0047749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0049999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0052249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0054499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0056999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0059499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0061999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0064499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0066999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0069749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0072499	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0075249	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0077999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0080749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0083749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0086749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0089749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0092749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0095749	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0098999	
TRICAREGRP	TRICARE Grouper	1 year Software License	IP<0102249	
TRICAREGRP I&T	TRICARE Grouper I&T	Software Install & Train one time fee	Concurrent	
TRICAREGRP I&T	TRICARE Grouper I&T	Software Install & Train one time fee	Phone	

## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology)	GOV'T NET PRICE (includes IFF)
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0000000	(b) (4)
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0000499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0000999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0001499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0001999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0002749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0003499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0004249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0004999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0005749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0006749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0007749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0008749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0009749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0010749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0011999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0013249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0014499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0015749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0016999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0018499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0019999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0021499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0022999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0024499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0026249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0027999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0029749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0031499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0033249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0035249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0037249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0039249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0041249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0043249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0045499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0047749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0049999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0052249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0054499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0056999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0059499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0061999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0064499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0066999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0069749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0072499	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0075249	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0077999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0080749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0083749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0086749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0089749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0092749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0095749	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0098999	
W-TRICARE-Z/OS-BATCH	W-TRICARE Grouper	1 year Software License	IP<0102249	



## Section 2

## Special Item Number 132-32

Annual Software License and associated Installation and Training fees  
GOVERNMENT PRICE: Prices Shown Herein are Net (GSA discount deducted, includes IFF).

SIN	MFR PART NO (SKU)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF MEASURE (List Price Methodology) (132-32 number of annual claims, 132-51 IT Analyst FFP)	GOVT NET PRICE (includes IFF)
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	0 to 5,000 Claims	(b) (4)
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	5,001 to 10,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	10,001 to 25,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	25,001 to 50,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	50,001 to 100,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	100,001 to 200,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	200,001 to 300,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	300,001 to 400,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	400,001 to 500,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	500,001 to 750,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	750,001 to 1,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	1,000,001 to 1,500,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	1,500,001 to 2,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	2,000,001 to 2,500,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	2,500,001 to 3,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	3,000,001 to 5,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	5,000,001 to 7,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	7,000,001 to 9,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	9,000,001 to 11,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	11,000,001 to 15,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	15,000,001 to 20,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	20,000,001 to 30,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	30,000,001 to 50,000,000	
132-32	ACPMS	Automated Claims Process Management System	1 year term software licenses	50,000,001 to 100,000,000	
132-51	ACPMSHAC	ACPMS Health Administration Center Data Transfer Svc	FFP One time fee service	FFP Service (95 hours at \$150 IT Analyst)	
132-51	ACPMSI	ACPMS X12 837 Institutional Interface Services	FFP One time fee service	FFP Service (158 hours at \$150 IT Analyst)	
132-51	ACPMSP	ACPMS X12 837 Professional Interface Services	FFP One time fee service	FFP Service (158 hours at \$150 IT Analyst)	
132-51	ACPSVAF	ACPMS VA Fee Interface Service	FFP One time fee service	FFP Service (158 hours at \$150 IT Analyst)	
			(See section 3 for IT Professional Services SIN 132-51)		

## Section 3 Special Item Number 132-51

### Information Technology Professional Services

GOVERNMENT PRICE: Prices Shown Herein are Net (GSA Discount and IFF included)

SIN 132-51			
Position Titles		Gov't Net price Per Hour (Includes IFF)	
Software Engineer, Senior		(b) (4)	
Software Engineer			
IT Manager			
IT Senior Analyst			
IT Analyst			
IT Senior Programmer			
IT Programmer			

#### **Software Engineer, Senior and Software Engineer**

**Job Summary:** Review, analyze, design, develop and maintain application software using formal specifications, data flow diagrams or other accepted design techniques. Provides software development estimates and schedules, overseeing software configuration management, interpreting software requirements and design specifications, managing/performing independent verification and validation, managing integration and software unit test activities. Must have experience managing or performing software engineering activities: 3 GL or 4 GL programming languages, 4 GL object-oriented client server development tools, database technologies, Network Operating system environments, Internet Web Technology – design and implementation of web pages and servers.

**Software Engineer Senior Qualifications:** Bachelor's degree in computer science or a related field and 6 to 7 years experience developing and maintaining software. Requires project planning, technical writing and communication skills.

**Software Engineer Qualifications:** Bachelor's degree in computer science or a related field and 5 years experience developing and maintaining software. Requires project planning, technical writing and communication skills.

## Section 3 Special Item Number 132-51

### Information Technology Professional Services

GOVERNMENT PRICE: Prices Shown Herein are Net (GSA Discount and IFF included)

#### **Information Technology Manager (IT Manager)**

**Description:** The IT Manager oversees the on-site and technical portions of all functions related to the collection, analysis, reporting and security of all claims and remittance related data and the management of all staff involved in those endeavors. The IT Manager also oversees the design and development of data analysis tools and software programs. The IT Manager works with Consulting Project Managers and clients to address data, data analysis and data storage and transmittal issues and sets priorities of IT staff in an efficient and effective manner. The IT Manager assigns IT staff to data analysis projects and software development projects based on customer needs on a project-by-project basis. The IT Manager effectively communicates with consultants, senior consultants, technical experts, project managers, IT staff and client personnel to ensure all members of the team are informed of all data related aspects of the project. The IT Manager may serve as the technical advisor to the project manager. They identify potential barriers to the project, perform trouble-shooting and solve problems to ensure a successful project. Good written and verbal communication skills. Ability to organize, coordinate and be flexible on multifaceted projects.

**IT Manager Qualifications:** Must possess at least five years experience in related expertise, such as health systems software development, extensive claims data analysis, including three years in management or consulting. Alternative qualification: A Master's Degree in a related discipline (examples: Information Systems, Business, Health Care or Technology) may be substituted for three years of this experience.

#### **Information Technology Senior Analyst (IT Senior Analyst)**

**Description:** The IT Senior Analyst coordinates activities between Consultant Project Managers and client personnel on specific software tool development and data analysis projects. The IT Senior Analyst is the primary architect of the specific tools and datasets to support the needs of the consultant and the client. The IT Senior Analyst coordinates and prioritizes the activities of the various IT personnel assigned to the project, manages and is responsible for meeting project timelines, and oversees the testing and accuracy of the tools and data analysis elements of the project. The IT Senior Analyst also reports and coordinates individual projects with the IT Manager to assure appropriate priorities and resources are assigned to complete projects on an acceptable timeframe. Manages individual data analysis projects and software development projects based on customer needs on a project-by-project basis. The IT Senior Analyst effectively communicates with consultants, senior consultants, technical experts, project managers. IT staff and client personnel to ensure all members of the team are informed of all data related aspects of the project. The IT Senior Analyst may serve as the technical advisor to the project manager and to the IT Manager. They identify potential barriers to the project, perform trouble-shooting and solve problems to ensure a successful project. Good written and verbal communication skills. Ability to organize, coordinate and be flexible on multifaceted projects.

**IT Senior Analyst Qualifications:** Must possess at least three years experience in related expertise, such as Health Systems Software Development, extensive claims data analysis. Alternative qualification: a Bachelor's Degree in a related discipline (examples: Information Systems, Business, Health Care or Technology) may be substituted for two years of this experience.

## Section 3 Special Item Number 132-51

### Information Technology Professional Services

GOVERNMENT PRICE: Prices Shown Herein are Net (GSA Discount and IFF included)

#### **Information Technology Analyst (IT Analyst)**

**Description:** The IT Analyst staff's individual data analysis and software development or maintenance projects under the direction and supervision of the IT Senior analyst. The IT Analyst is assigned tasks involved in the testing or development of specific tools and datasets to support the needs of the consultant and the client. The IT Analyst actively coordinates and mediates between Consulting Project Managers, the client and the IT personnel to define and document the specific data needs of the project. They identify potential barriers to the project, perform troubleshooting and solve problems to ensure a successful project. Good written and verbal communication skills. Ability to organize, coordinate and be flexible on multifaceted projects.

***IT Analyst Qualifications:*** Must possess at least two years experience in related expertise, such as Health Systems Software Development, extensive claims data analysis. Alternative qualification: A Bachelor's Degree in a related discipline (examples: Information Systems, Business, Health Care or Technology) may be substituted for one year of this experience.

#### **Information Technology Senior Programmer (IT Senior Programmer)**

**Description:** The IT Senior Programmer works closely with the IT Analysts, the Consultant Project Managers and client personnel on specific software tool development and data analysis projects. The IT Senior Programmer is the more senior programmer assigned to any development projects, responsible to assure that the design specs are followed and the programming activities are performed in a timely and quality manner. The IT Senior Programmer coordinates and prioritizes the activities of any programmers assigned to development project, including managing the programming timeline. Manages the programming aspects of individual data analysis projects and software development projects base on customer needs on a project-by-project basis. The IT Senior Programmer effectively communicates with IT Analysts, consultants, senior consultants, technical experts, project managers, and the IT Manager to ensure all members of the team are informed of all data related programming aspects of the project. The IT Senior Programmer may serve as the technical advisor to the IT Analysts, Project Manager and to the IT Manager. They identify potential barriers to the project perform trouble-shooting and solve problems to ensure a successful project. Good written and verbal communication skills. Ability to organize, coordinate and be flexible on multifaceted projects.

***Information Technology Senior Programmer Qualifications:*** Must possess at least three years experience in related expertise, such as Health Systems Software Development, extensive claims data analysis. Alternative qualification: A Bachelor's Degree in a related discipline (examples: Information Systems, Business, Health Care or Technology) may be substituted for two years of this experience.

## Section 3 Special Item Number 132-51

### Information Technology Professional Services

GOVERNMENT PRICE: Prices Shown Herein are Net (GSA Discount and IFF included)

#### **Information Technology Programmer (IT Programmer)**

**Description:** The IT Programmer staffs individual software development or maintenance projects under the direction and supervision of the IT Senior Programmer. The IT Programmer is assigned tasks involved in the testing or development of specific software tools to support the needs of the consultant and the client. The IT Programmer develops the detailed software code needed to perform the analytical functions specified by program specs or under the direction of the Senior Programmer.

**IT Programmer Qualifications:** Must possess at least one-year experience in related expertise, such as Health Systems Software Development, extensive claims data analysis. Alternative qualification: A technical or Bachelor's Degree in a related discipline (examples: Information Systems, Programming or Health Care Analysis) may be substituted for one year of this experience.

Labor Category	Degree	Minimum Years of Experience	Substitute Requirement
Software Engineer, Senior	Bachelor CS	6	or related degree
Software Engineer	Bachelor CS	5	or related degree
IT Manager	none	5	or Master & 2 yrs experience
IT Senior Analyst	none	3	or Bachelor & 1 yr experience
IT Analyst	none	2	or Bachelor & 1 yr experience
IT Senior Programmer	none	3	or Bachelor & 1 yr experience
IT Programmer	none	1	or Bachelor

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS****PREAMBLE**

3M Health Information Systems, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantage and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small businesses to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small business that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities, please contact Mr. Gerald R. Jennings, telephone 703-824-7777, e-mail: [jjennings@mmm.com](mailto:jjennings@mmm.com).

Suggested Blanket Purchase Agreement (BPA) format:

BPA Number \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE  
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and evaluation of offers. Teaming Arrangements are permitted with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

\_\_\_\_\_  
AGENCY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

Pursuant to GSA Federal Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):



## Section 4

## Miscellaneous Information

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

**MODEL NUMBER / PART NUMBER**

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**SPECIAL BPA DISCOUNT / PRICE**

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- (2) Delivery

**DESTINATION**

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**DELIVERY SCHEDULE / DATES**

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- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

**OFFICE**

---

---

**POINT OF Contact**

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- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), Fax or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- Name of Contractor;
  - Contract Number;
  - BPA Number;
  - Model Number or National Stock Number (NSN);
  - Purchase Order Number;
  - Date of Purchase;
  - Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - Date of Shipment
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

### **BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO. GS35F098GA		3. AWARD/EFFECTIVE DATE 30 Nov 2016		4. ORDER NUMBER		5. SOLICITATION NUMBER FCIS-JB-980001-B -- REFRESH #40	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME OFFICE OF IT SCHEDULE PROGRAMS				b. TELEPHONE NUMBER (No collect calls)	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> BIA NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)	
OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON, DC, 20405						13b. RATING	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE	
ORDERING AGENCY				SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
3M COMPANY 3M CENTER BLDG 220 11W 02 SAINT PAUL, MN, 551441001 DUNS Number : 006173082						ORDERING AGENCY	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	General Purpose Commercial Information Technology Equipment, - Software and Service  The contract summary associated with this award package is hereby incorporated and made a part of this contract  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN N/A COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR E-SIGNED 11/30/2016 by Jan C Cline 3M COMPANY				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) E-SIGNED 12/01/2016 by Warren J. Reddick GSA/P88			
30b. NAME AND TITLE OF SIGNER (Type or print) See Above		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) See Above		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	LINES AWARDED 132 32 STATE/LOCAL 132 51 STATE/LOCAL				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42e. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 4/2002) BACK



U.S. General Services Administration

## Contract Summary Document

Company Name: **3M COMPANY**

Duns Number : **006173082**

Contract Number : **GS35F098GA**

**1. Estimated Award Value :\$** [REDACTED]

**Base Period :\$** [REDACTED]

**Option Period 1 :\$** [REDACTED]

**Option Period 2 :\$** [REDACTED]

**Option Period 3 :\$** [REDACTED]

**2. Solicitation Number :** FCIS-JB-980001-B

**3. Contract Period :** November 30, 2016 through November 29, 2021

**4. Business Size :** Other than Small Business

**5. Business Types :**

Business Type	Description
2X	2X - For-Profit Organization
MF	MF - Manufacturer of Goods
VW	VW - Contracts and Grants

**6. Sub Contracting Plan Expiration :** [REDACTED]

**7. Items Awarded :**

SIN	Description
132 32	132 32-Term Software License - SUBJECT TO COOPERATIVE PURCHASING

SIN	Description
132 51	132 51-Information Technology Professional Services -- SUBJECT TO COOPERATIVE PU

**Labor Categories :**

SIN 132-51

**8. Escalation Rates :**

N/A

**9. IFF Statement :**

552.238-74 - INDUSTRIAL FUNDING FEE AND SALES REPORTING(JUL 2003)

**10. Minimum Order Quantities:**

100

**11. Minimum Order Limit : \$** [REDACTED]**12. Maximum Order Limit : \$** [REDACTED]**13. Geographic Coverage :**

SIN	Scope
132 32	V - 48 States,DC
132 51	V - 48 States,DC

**14. Prompt payment Discounts :**

[REDACTED]

[REDACTED]

[REDACTED]

**Volume Discounts :**

[REDACTED]

**15. MFC(Most Favorable Customer) :**

[REDACTED]

**16. Approved Exceptions :**

[REDACTED]

**17. Terms and Conditions :**

Clause	Title
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**Terms and Conditions Notes :**